110-238 No 301

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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~1097.~~ ~~765~~ ~~[illegible]~~ 198

CHARLES P. CHOUTEAU, JULIA MOFFITT, EDWARD P. FESSEN ET AL., APPELLANTS,

vs.

S. L. M. BARLOW, SURVIVING EXECUTOR AND TRUSTEE OF JOHN T. A. SANFORD, DECEASED, ET AL.

FILED 9th NOVEMBER, 1880.

SUPREME COURT OF THE UNITED STATES.

No. 1097.

CHARLES P. CHOUTEAU, JULIA MAFFITT, EDWARD P. FESSEN, ET AL., APPELLANTS,

vs.

S. L. M. BARLOW, SURVIVING EXECUTOR AND TRUSTEE OF JOHN F. A. SANFORD, DECEASED ET AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MINNESOTA.

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1 United States Circuit Court, District of Minnesota.

SAMUEL L. M. BARLOW, Surviving Executor of the last will and Trustee of the Estate of JOHN F. A. SANFORD, ISABEL SANFORD, JOHN F. A. SANFORD, and EMILE SALA,

vs.

CHARLES P. CHOUTEAU, JULIA MAFFITT, CHARLES P. CHOUTEAU, EDWARD P. TESSON, & LEWIS V. BOGY, Executors of the last will of PIERRE CHOUTEAU, Jr., deceased, VIRGINIA PENGUENT, JULIA ANNE ADELLE MORRISON, and PIERRE A. BERTHOLD and CHAUVIN LE BEAN, Executors of the last will of JOHN B. SARPY, deceased, REBECCA W. SIRE, JOSEPH H. CONN, BENJAMIN C. SANFORD, JOHN S. PRINCE, et al.

Pleas before the Honorable the Judges of the Circuit Court of the United States of America for the District of Minnesota, of the June Term of said Court, held in the City of Saint Paul, in said District, in the year of our Lord one thousand eight hundred and eighty, and of our Independence the one hundred and fifth year.

DISTRCT OF MINNESOTA, *ss:*

2 Be it remembered that on this fourteenth day of January, A. D. 1876, came the complainants above named, by Messrs. Gilman, Clough & Lane, their solicitors and of counsel, and filed in the clerk's office of said court their bill of complaint in the words and figures following, to wit:

Bill of Complaint—Chouteau Case.

3 In the Circuit Court of the United States for the District of Minnesota.

To the Honorable the Judges of the Circuit Court of the United States for the District of Minnesota:

Samuel L. M. Barlow, sole surviving executor of the last will and trustee of the estate of John F. A. Sanford, deceased, being a citizen of the State of New York, and a resident of the city of New York, therein; and Isabel Sanford, widow, and John F. A. Sanford and Emile C. Sala, children of the said John F. A. Sanford, deceased, being citizens of the State of New York, but at present residents of the city of Paris, in the Republic of France, bring this their bill against the following named parties, to wit:

1. Charles P. Chouteau and Julia Maffitt, the heirs at law and legatees and devisees of P. Chouteau, jr., deceased; and Charles P. Chouteau, Edward P. Tesson, and Lewis V. Bogy, executors of the last will of the said Pierre Choteau, jr., deceased, all citizens of the State of Missouri, and residents of the city of St. Louis, therein.

2. Virgina Peugnet, late Virgina Berthold, and Julia Anne Adele

Morrison, late Julia Anne Adele Sarpy, heirs at law and legatees and devisees of John B. Sarpy, deceased; and Pierre A. Berthold and Chauvin Le Bean, executors of the last will of the said
4 John B. Sarpy, deceased, all citizens of the State of Missouri, and residents of the city of St. Louis, therein.

3. Rebecca W. Sire, widow and residuary legatee and devisee of Joseph A. Sire, deceased, and Joseph H. Coron, sole surviving executor of the last will of the said Joseph A. Sire, deceased, all citizens of the State of Missouri, and residents of the city of St. Louis, therein.

4. Benjamin C. Sanford, a citizen of the State of Missouri, and a resident of the city of St. Louis, therein.

5. John S. Prince, a citizen of the State of Minnesota, and a resident of the city of St. Paul, therein.

6. Tussine Nygden, Augusta Young, Daniel D. Merrill, Frank M. Gembe, Harvey Hill, Ferdinand Knauft, Morris Lamprey, George L. Farwell, Edward Sawyer, Charles T. Miller, Philip Feldhauser, John Heinlein, Mary E. Parker and A. L. Parker, her husband, Edward Lott, Philip F. McQuillan, The Vestry of St. Paul Church, Horace A. Towne, Mary E. Bergman, J. H. Schurmeier, F. Schultze, F. Lambrecht, Rt. Rev. Thos. L. Grace, E. Ann Gill, Chas. Wells, William Lindeke, Sarah Shields, James H. Simpson, Frederick Blase, John H. Hullsick, George Emil Hess, Louis Sutmar, Edward Webb, St. Paul Mutual Building Association No. 1, William Mahle, Elizabeth Borup, Rosanna Crummey, Elmira F. Fitz, Frederick Lindeke, Stephen F. Bunemann, Jacob B. Braden, Ernest Twick, Sarah Lamb, Emanuel Good, Daniel Eagan, Alfred J. Hill, Owen King, Workingmen's Building Society, James N. Granger, Kenneth Clark, George Yost, H. G. Thomas, W. W. Thomas, Patrick Brown, John Mulvey, William L. Mintzer, Henry Swift, Robert Lee, trustee; John Henry Heming, John Smith, Robert P. Lewis, Elizabeth C. Kerr, Christian Cook, William Schnitger, Henry S. Fairchild, William Dawson, Edward Dunn, Philip Ruhler, Patrick Kaney, John Iten, Matthias Iten, Caroline Schurmeier, First Division of St. Paul and
5 Pacific Railroad Company, Elias F. Drake, Harriett A. Boardman, Caspar H. Schurmeier, William B. Litchfield, William Savage; St. Paul, Stillwater and Taylor's Falls Railroad Company, Peter Berkey and Russell Blakely, trustees; Daniel Green, Daniel W. Hand, John Mattocks, Walter Mann, Rebecca F. Bangs, Charles P. Keen, David Sanford, Eliza A. Pond, Bridget McGill, John A. Stees, William Tollmann, Board of Education of City of Paul, William Cowan, William H. Phillips, Caroline Schurmeier, Margaret Bagnall, Christopher Bagnall, William L. Couplin, Elizabeth J. Smith, Timothy Horan, A. Grushus, A. Lanoux, Paris Fletcher, Albert A. Fletcher, Patrick Burke, St. Paul and Chicago Railroad Company, Mary R. Robert, James W. Yandes, Elizabeth M. Champlin, Sophia J. Champlin, William A. Bloodgood, Martin M. Leahy, George Pulford, John L. Merriam, St. Paul and Sioux City Railroad Company, William F. Mason, and Sabin S. Murdock,—all of whom are citizens

of the State of Minnesota; and William F. Davidson, who is a citizen of the State of Missouri, and the City of St. Paul, in the State of Minnesota.

And thereupon your orators complain and say:

I.

The said Pierra Chouteau, Jr., John B. Sarpy, Joseph A. Sire, and John F. A. Sanford, deceased, in their life-time, and in the year 1842, formed a copartnership under the firm-name of P. Chouteau, Jr., & Co., for the purpose of dealing in real and personal property at the said city of St. Louis, and in the region of country lying to the northward of that city.

By the terms of the said copartnership, fully agreed upon and assented to by all the said copartners, before and at the time
6 of the formation thereof, the capital of the said copartnership was to be furnished, and the profits and losses of the copartnership business were to be shared, by the said several copartners, in the following proportions, to wit:

Pierre Chouteau, Jr.,	58 per cent.
John P. Sarpy,	16 " "
John F. A. Sanford,	16 " "
Joseph A. Sire,	10 " "

Upon the formation of the said copartnership, the same commenced to do business, and continued to do business, upon the terms aforesaid, until some time in the year 1849, when a new and different arrangement was mutually adopted by the said copartners, whereby the assets of said copartnership were to be owned, and the profits and losses of the copartnership business were to be shared, in the following proportions, to wit:

Pierre Chouteau, Jr.,	48 per cent.
John B. Sarpy,	$17\frac{1}{3}$ " "
John F. A. Sanford,	$17\frac{1}{3}$ " "
Joseph A. Sire,	$17\frac{1}{3}$ " "

The said copartnership continued to do business, under the terms of the said new arrangement, until some time in the year 1852, when the said copartnership was dissolved, by the mutual consent of all the said copartners.

II.

During the existence of the said copartnership, the same bought and paid for with copartnership funds large quantities of acre lands and a large number of town lots, situated in the State of Wisconsin, and in the then Territory and present State of Minnesota, for the purpose of holding and selling the same for the profit and benefit of the said copartnership.

Among such lands and lots situated in the then Territory and
7 present State of Minnesota, were those particularly described in Schedules A and B, hereto annexed.

When the property described in Schedule A was purchased by

the said copartnership, the same, for the sake of convenience in dealing with such property, caused all such property to be, and all such property was, conveyed by the parties from whom such property was purchased to one Charles W. Borup, who then was a resident of St. Paul, in the said Territory of Minnesota, and who then was in the employment of the said copartnership at that place, to be by him held and disposed of in accordance with the directions and for the benefit of the said copartnership.

Afterward, and on or about September 5, A. D. 1855, the said Charles W. Borup, together with his wife, at the request of the said copartnership, executed and delivered to the said copartnership a deed of conveyance of all the property described in Schedule A, together with divers other parcels of property belonging to the said copartnership, and held by the said Borup in the same way and for the same purposes; which deed, shortly after its execution, was filed for record in the office of the Register of Deeds in and for the county of Ramsey, in said Territory, in which county the said property then was and still is situated, and was recorded at length therein, in Book "L" of deeds, on pages 457, 458; to which deed, and to the record whereof, your orators, for greater certainty, ask leave to refer.

In said deed the said copartnership was named as grantee, and was designated as "Pierre Chouteau, jr., & Company."

When the property described in Schedule B was purchased by the said copartnership, the same, for the sake of convenience in dealing with such property, caused all such property, except a portion of lot 5, block 30, St. Paul proper, to be, and all such property, with such exception, was, conveyed by the parties from whom such property was purchased to one Henry H. Sibley, who was then acting for
8 the said copartnership in respect to divers matters in said Territory, to be by him held and disposed of in accordance with the directions and for the benefit of the said copartnership.

Afterward, and on September 14, A. D. 1855, the said Henry H. Sibley, together with his wife, at the request of the copartnership, executed and delivered to the said copartnership a deed of conveyance of lot 1, block 32, and of lot 1, block 38, St. Paul proper, being part of the property described in Schedule B, together with divers other parcels of property belonging to the said copartnership, and held by the said Sibley in the same way and for the same purposes; which deed, shortly after its execution, was filed for record in the office of the Register of Deeds in and for the said county of Ramsey, and was recorded at length therein, in Book "L," on page 569; to which deed, and to the record whereof, your orators, for greater certainty, ask leave to refer.

In said deed the said copartnership was named as grantees, and was designated as "Pierre Chouteau, jr., & Company."

Afterwards, and on or about September 15, A. D. 1855, the said Henry H. Sibley, together with his wife, at the request of the said copartnership, executed and delivered to the said copartnership a further and other deed of conveyance of lot 3, block 31, and lot 2,

block 39, St. Paul proper, being part of the property described in Schedule B, together with divers other parcels of property belonging to the said copartnership, and held by the said Sibley in the same way and for the same purposes; which deed, shortly after its execution, was filed for record in the office of the Register of Deeds in and for the said county of Ramsey, and was recorded at length therein, in Book "N" of deeds, on page 29; to which deed, and to the record whereof, your orators, for greater certainty, ask leave to refer.

In said deed the said copartnership was named as grantee, and was designated as "Pierre Chouteau, jr., & Company."

Afterwards, and on or about February 18, 1856, the said
9 H. H. Sibley, together with his wife, at the request of the said copartnership, executed and delivered to the said copartnership a further and other deed of conveyance of the north ½ of lot 5, block 30, and of another parcel of ground situated in said lot, described as commencing at a stake on the east side of Jackson street 165 feet south of Third street; thence along the east side of Jackson street to the southwest corner of lot 5; thence northeasterly along the south line of lot 5 to the point at which the east line of lot 6 intersects said line; thence northward 13 feet; thence in a right line to the place of beginning; being part of the property described in Schedule B; which deed, shortly after its execution, was filed for record in the office of the Register of Deeds in and for said county of Ramsey, and was recorded therein at length, in Book "N" of deeds, on page 293; to which deed, and to the record whereof, your orators, for greater certainty, ask leave to refer.

In such deed the said copartnership was named as grantee, and was described as "P. Chouteau, Jr., & Co."

Afterwards, and on or about March 29th, A. D. 1857, the said copartnership purchased and paid for with copartnership funds the remainder of said lot 5, block 30, St. Paul proper, from Louis Robert, who then was, as your orators are informed and believe, the owner thereof; and on that day the said Louis Robert, together with his wife, executed and delivered to the said copartnership a deed of conveyance of all such lot; which deed, shortly after the execution thereof, was filed for record in the office of the Register of Deeds in and for said county, and was recorded at length therein, in book "Q" of deeds, on page 376; to which deed, and to the record whereof, your orators, for greater certainty, beg leave to refer.

In said deed the said copartnership is named as grantee, being designated as "Pierre Chouteau, Jr., & Co., composed of Pierre
Chouteau, Jr., John B. Sarpy, and John F. A. Sanford,"
10 the said Joseph W. Sire being then dead, as hereinafter stated.

In addition to the property described in Schedules A and B, there were, of the property so purchased and paid for by the said copartnership, a large number of town lots in each of the following named towns and villages, that is to say, Saint Anthony, Belle Plaine, Sauk Rapids, Traverse de Sioux, Saint Cloud, Hastings, and Mendota;

and a large quantity of acre property in each of the following named counties, that is to say, Ramsey, Washington, Dakota, Benton, and Manomin; all said towns, villages, and counties then being in the late Territory, and now in the present State, of Minnesota.

All of the town lots and lands last above mentioned were conveyed, as your orators are informed and believe, to the said copartnership, by deeds of conveyance in which the said copartnership was named as grantee, the same being designated as "P. Chouteau, Jr., & Co.," and "Pierre Chouteau, Jr., & Co."

Ever since the said property was conveyed to the said copartnership, all and singular the same has continued to be and remain the property of the said copartnership, and of the members of such copartnership, or of their legal representatives, in the shares hereinbefore stated, that is to say:

Pierre Chouteau, Jr., - -	48	per cent.
John B. Sarpy, - - -	17⅓	"
John F. A. Sanford, - -	17⅓	"
Joseph A. Sire, - - -	17⅓	"

And no change has ever been made in the legal title thereto.

III.

After the dissolution of the said copartnership, and some time in the year 1854, as your orator has since been informed, the said Joseph A. Sire, who was then residing at St. Louis aforesaid,
11 died, leaving surviving him his wife, Rebecca W. Sire, and having made and published a last will, wherein his said wife was named as sole residuary legatee and devisee, and wherein the said John B. Sarpy and Joseph H. Coron were named as executors.

After the death of the said Sire, and some time in the year 1854, the said will was duly admitted to probate, in the Probate Court of the county of St. Louis, in the State of Missouri, and letters testamentary thereon were duly issued out of the said court to the said John B. Sarpy and Joseph H. Coron, as executors thereof.

IV.

After the dissolution of the said copartnership, and some time in the year 1857, the said John B. Sarpy, who was then residing at St. Louis aforesaid, died, leaving children, the said Virginia Peugnet, then Virginia Berthold, and Julia Anne Adele Sarpy, now Julia Anne Adele Morrison, his heirs at law, and having made and published a last will, wherein his said children were named as the legatees and devisees of his estate, and wherein the said Pierre A. Berthold and Chavin LeBean were named as executors. After the death of the said Sarpy, and some time in the year 1857, the said will was duly admitted to probate in the said Probate Court for the county of St. Louis, and letters testamentary thereon were duly issued out of the said court to the said Pierre A. Berthold and Chavin LeBean as executors thereof.

Since the death of the said Sarpy, his said daughter, Julia Anne Adele, has, as your orators are informed and believe, intermarried with one J. L. D. Morrison, and his said daughter, Virginia, with one Louis Peugnet.

V.

After the dissolution of the said copartnership, and in the
12 year 1857, the said John F. A. Sanford, who was then residing at the city of New York aforesaid, died, leaving surviving him his widow, Isabel Sanford, and three children, Benjamin C. Sanford, John F. A. Sanford, and Emile C. Sanford, since intermarried with Count Sala, of Paris, France, and having made and published a last will, wherein one Frederick Gebhard, and your orator, Samuel L. M. Barlow, and the survivor of them, were created executors and trustees of all the estate, real and personal, of the said Sanford, to carry out the trusts and purposes of such will; all which matters will more fully appear by a reference to said will, a duly authenticated copy whereof your orators are ready to produce as your honors may direct.

After the death of the said Sanford, to wit, on September 1, 1857, the said will was duly admitted to probate, and recorded, as the last will of the said Sanford, by the Surrogate in for the county of New York; and thereupon the said Surrogate duly issued to the said Gebbard and your orator, Samuel L. M. Barlow, letters testamentary thereon, whereupon the said Gebbard and your orator, Samuel L. M. Barlow, entered upon the duties of executors and trustees under said will.

Afterward, and before the exhibition of this bill, the said Gebhard died, and ever since his death your orator, Samuel L. M. Barlow, has acted as sole surviving executor and trustee of said will.

The administration of the estate of the said Sanford has not yet been completed by your orator; but, on the contrary, large portions of said estate remain unadministered.

During all the period of time mentioned in this article of this bill, the said Surrogate had full original jurisdiction within the said county of New York to take the proof of wills, and to assume control of the administration of the estates of all deceased persons resident in said county at the time of death.

13 After the death of the said John F. A. Sanford, to wit, on December 1, A. D. 1859, the said Benjamin C. Sanford, together with Louisa, his wife, for a valuable consideration to them in hand paid by the said Isabel Sandford, Emile C. Sandford, and John F. A. Sandford, signed, sealed, acknowledged, and delivered to the said Isabel Sanford, Emile C. Sanford, and John F. A. Sanford, their certain indenture, whereby they remised, released, and quitclaimed unto the said Isabel Sanford, Emile C. Sanford, and John F. A. Sanford, and unto their heirs and legal representatives, forever, all the right, title, interest, and distributive share, portion, claim, and demand of the said Benjamin C. Sanford, as devisee or

legatee under the last will and testament of the said John F. A. Sanford, or as heir at law, next of kin, or otherwise, of, in, and to the estate, real and personal, of his said late father, John F. A. Sanford, deceased, whatsoever and wherever situated, to which indenture, for greater certainty, your orators ask leave to refer; and which they are ready to produce as your honors may direct.

VI.

After the dissolution of the said copartnership, and some time in the year 1865, the said Pierre Chouteau, jr., who was then a resident of the said city of St. Louis, died, leaving surviving him the said Charles P. Chouteau and Julia Maffit, his children, and heirs at law, and having made and published a last will, wherein the said Charles P. Chouteau and Julia Maffit were named as the general and residuary legatees and devisees of the estate of the said Pierre Chouteau, jr., and wherein the said Charles P. Chouteau, Edward P. Tesson, and Louis V. Bogy were named as executors.

After the death of the said Pierre Chouteau, jr., and some time in the year 1865, the said will was duly admitted to probate in
14 and by the said Probate Court for the county of St. Louis; and letters testamentary were thereupon issued out of said court, upon said will, to the said Charles P. Chouteau, Edward P. Tesson, and Louis V. Bogy.

VII.

The said copartnership was dissolved by the said John F. A. Sanford, deceased, retiring therefrom, and removing from St. Louis, where he then resided, to the city of New York, to there reside and carry on business in copartnership with the said Pierre Chouteau, jr.; and, as your orators are informed and believe, it was agreed upon between the said Sanford and the other three copartners, and particularly the said Pierre Chouteau, jr., as one of the conditions of the withdrawal of the said Sanford from the copartnership, that he, the said Sanford, should release to the said Chouteau all his interest in and to the assets of the said copartnership, except the lands and town lots thereof in Minnesota; and that, in consideration thereof, and of his withdrawal from the said copartnership, the said Chouteau should save him, the said Sanford, harmless, on account of the debts of the said copartnership, and should assure to him, free from any debt or liability growing out of the copartnership affairs, the share of him, the said Sanford, in and to the said lands and town lots, being seventeen and one-third one-hundredths (17⅓-100) part thereof.

In pursuance of such agreement the said Sanford did, as your orators are informed and believe, upon the dissolution of the said copartnership, and as part of the arrangement between the copartners for such dissolution, release to the said Pierre Chouteau, jr., all his interest in the assets of said copartnership, except in the said lands and town lots; and the said Chouteau afterwards, and in his life-

time, realized all said assets so released, and applied them to his own use.

VIII.

15 Upon the dissolution of the said St. Louis copartnership, the said John F. A. Sanford removed to the city of New York, and there engaged in and carried on business in copartnership with the said Pierre Chouteau, jr., under the firm-names of Pierre Chouteau, jr., & Co., and Chouteau, Sanford & Co., in which copartnerships he continued to carry on business until his death. After the death of the said John F. A. Sanford, and after the allowance and record of his last will as aforesaid, and after the issuance to the said Francis C. Gebhard and Samuel L. M. Barlow of letters testamentary on the said will, as aforesaid, to wit, in the month of November, A. D. 1859, the said Pierre Chouteau, jr., and the said Gebhard and Barlow, as executors and trustees as aforesaid, entered into an agreement or compromise concerning all the mutual dealings between the said Chouteau and the said Sanford, in relation to the business of the New York firms, and concerning all indebtedness and liability of every nature and kind, whatsoever, of the said Sanford to the said Chouteau.

By the terms of said agreement or compromise the said Gebhard and Barlow were to release to the said Chouteau all the interest of the said Sanford in the assets of the said New York firms, and in consideration thereof the said Chouteau was to release to the said Gebhard and Barlow, and to the heirs and legal representatives of the said Sanford, all claims and liabilities of every nature against the said Sanford, or against his estate, due or owing or to become due or owing to him, the said Chouteau, on account of any prior transactions between them.

Upon the making of such agreement or compromise, the said Gebhard and Barlow submitted the same to the said Surrogate, and the said Surrogate thereupon, and at a Surrogate's Court held in and for the county of New York, on November 25, A. D. 1859, duly made and recorded his order approving and allowing the said agreement or compromise to be entered into and carried out; to which order, for greater certainty, your orators asks leave to refer; and your
16 orators are ready to produce a duly-authenticated copy thereof as your honors may direct.

After the entry of said order, to wit, on December 1, A. D. 1859, the said Gebhard and Barlow, in pursuance of the terms thereof, and to carry out said agreement or compromise, duly signed, sealed, acknowledged, and delivered to the said Pierre Chouteau, Jr., their certain deed, whereby they, the said Gebhard and Barlow, as executors and trustees as aforesaid, remised, released, and quitclaimed unto the said Pierre Chouteau, Jr., all the right, title, and interest which the said John F. A. Sanford, at the time of his death, had in or to the assets of the said New York firms.

And the said Pierre Chouteau, Jr., on the same day, in pursuance

ford, and not merely of the said Charles P. Chouteau and Julia Maffit; and with full notice that your orators, as the successors in interest of the said John F. A. Sanford, deceased, were the owners in fee-simple of an undivided seventeen and one-third one-hundredths (17⅓-100) part of all the said lots.

XII.

The said property mentioned in Schedules A and B is of the aggregate value of more than five hundred thousand dollars, as your orators are informed and believe.

XIII.

Your orator, Samuel L. M. Barlow, prior to the exhibition
20 of this bill, filed in the Court of Probate for the county of Ramsey, and State of Minnesota, a duly authenticated copy of the letters testamentary issued to him, as aforesaid, by the Surrogate, as executor and trustee of the will and estate of the said Sanford, deceased.

XIV.

The defendant, John S. Prince, has for many years last past, at the instance of the other defendants, received the rents, income, and profits of the said lots and lands, and the proceeds of such as have been sold and conveyed to persons other than the heirs, legatees, devisees, and legal representatives of the said Pierre Chouteau, Jr., Joseph A. Sire, and John B. Sarpy, or to other persons for their use and benefit. All said moneys were received by the said Prince with full knowledge of the rights therein of your orators, and of the heirs at law and legal representatives of the said Sanford.

XV.

Each and all of the defendants wrongfully and fraudulently deny the rights of your orators in and to the said lots and lands, and the proceeds thereof, and in and to every part thereof, and have wrongfully conspired and combined together to defeat the rights of your orators and of the heirs and legal representatives of the said Sanford, in and to the said lots and lands, and the proceeds thereof, and in and to every part thereof; and the said Sanford did not, in his lifetime, receive or enjoy, and neither of your orators since his death has received nor enjoyed, any part of the said lots or lands, or of the proceeds thereof.

To the end, therefore, that the defendants may, all and each of them, full and true answer make to the premises, (answer
21 under oath being hereby waived,) and that they may show cause why your orator may not have the relief hereby prayed, that is to say:

1st. That the defendants may each and all account touching the affairs and property of the said copartnership, and touching the proceeds of any such property.

with Chas. P. Chouteau—(continued.)

CHAS. P. CHOUTEAU. CR.

1872.				
Nov. 30.	By	Geo. Pulford, 1 mo. rent	$60 00	
	"	Dr. Flagg, 1 mo. rent	41 65	
	"	Paine, 3 mo. rent	100 00	
	"	Thurston, 1 mo. rent	33 33	
	"	Heinrich, 1 mo. rent	8 35	
	"	Hamilton, 1 mo. rent	41 65	
	"	Palmes, 1 mo. rent	50 00—	$484 98
Dec. 31.	"	Bill of Central House ret'd		7 32
	"	McCauley & Castner, 1 mo. ret'd	83 35	
	"	J. B. Hoxie, 1 mo. rent	66 67	
	"	Geo. Pulford, 1 mo. rent	60 00	
	"	Sam'l Flagg, 1 mo. rent	41 65	
	"	Doble, Mrs., 1 mo. rent	120 00	
	"	Heinrich, 1 mo. rent	8 35	
	"	Armstrong, 3 mo. rent	50 00	
	"	Geo. A. Hamilton, 1 mo. rent	41 65	
	"	Palmes, 1 mo. rent	50 00	
	"	Mrs. Doble, 1 mo. rent	120 00	
	"	McCauley & Castner, 1 mo. rent	83 35	
	"	J. B. Hoxie, 1 mo. rent	66 67	
	"	S. Newel, 3 mo. rent	50 00	
	"	Sam'l Flagg, 1 mo. rent	41 65	
	"	Geo. Pulford, 1 mo. rent	60 00—	943 34
104	"	3 mo. rent of Galusha in settlement of his bill in suit of Greggs *v.* Kenney Bros.	50 00	
	"	Armstrong, 3 mos. rent	50 00	
	"	E. Heinrich, 1 mo. rent	8 35	
	"	Mrs. Coburne, 1 mo. rent	35 00	
	"	Julia Maffit, for Mathies' bill paper for Pioneer building, erroneously ch'd, Nov. 4, 1872	5 45	
	"	P. Chouteau, Jr., & Co., to bal. acc't	1,019 97	
			———	1,168 77
				$2,936 00
1873.				
Jan'y 30.	By	Balance down		$0 03
	"	Geo. A. Hamilton, 1 mo. rent	$41 65	
	"	Mrs. Doble, 1 mo. rent	120 00	
	"	Palmes, 1 mo rent	50 00—	211 65
Feb. 28.	"	Hoxie, 1 mo. rent	66 67	
	"	Dr. Flagg, 1 mo. rent	41 65	
	"	Parker Paine, 3 mo. rent	100 00	
	"	Castner, 1 mo. rent	83 35	
	"	Pulford, 1 mo. rent	60 00	
	"	Heinrich, 1 mo. rent	8 35	
	"	Geo. A. Hamilton, 1 mo. rent	41 65	
	"	Coburne, 1 mo. rent	35 00	
	"	Mrs. Doble, 1 mo. rent	120 00—	556 67
106	"	Palmes, 1 mo. rent	50 00	

John S. Prince, Agt., in acc't

DR. CHAS. P. CHOUTEAU.

1873.					
April 30.	To	Exchange on same		$3 66	
	"	P. & L. to bal.		07	
				———	1,600 00
					$1,600 00
107					
1873.					
May 31.	To	Prendergast, plumbing bill, Chouteau block		$2 50	
	"	Hamilton bill, cellar floor		12 00—	$14 50
	"	Repairs on fence Chouteau block			2 60
	"	1 ps. 1¼x18—10=18 clear, @ 4			62
June 4.	"	Carpenter work Chouteau block			3 10
	"	Mathies' bill Chouteau block		9 95	
	"	Welierbruner, for dr'n rep's at Bailey Ho.		12 50	
	"	Lolker bill Chouteau block		11 35	
	"	P. Leo, to building chimney on Central House		64 50—	98 30
		(Cannot find entry for this item)			15 00
July 23.	"	Prendergast bill repairs Bailey House		7 50	
	"	Com. 5 per cent. on $1,719.02		85 95	
	"	Exchange on draft		3 67	
	"	Draft to bal. acc't.		1,464 46—	1,561 58
June 4.	"	Lumber for repairs on Chouteau block			30 82
					$1,726 52
1873.					
July 5.	To	Balance down			$7 50
31.	"	Seabury for repairs Bailey House			25 87
	"	10 ps. 2x16—160, @ 15		$2 40	
	"	Hauling 1 load		50—	2 90
May 31.	"	Repairs Central House		12 90	
	"	Papering on Central House		18 35—	31 25
	"	Lumber for store No. 14 Pioneer block			2 95
	"	Julia Maffitt, for repairs on Bailey House, erroneously ch'd, July 10			40 30

with Chas. P. Chouteau.—(continued.)

CHAS. P. CHOUTEAU. CR.

1873.				
M'ch 31.	By	Castner & Co	$83 33	
	"	Hoxie, 1 mo. rent	66 65	
	"	Geo. W. Armstrong, 3 mo. rent	50 00	
	"	Dr. Flagg, 1 mo. rent	41 65	
	"	Pulford, 1 mo. rent	60 00	
	"	Heinrich, 1 mo. rent	8 35	
	"	G. A. Hamilton, 1 mo. rent	41 65	
	"	Mrs. Doble, 1 mo. rent	120 00	
	"	Geo. Palmes, 1 mo. rent	50 00	
	"	Castner, 1 mo. rent	83 35	
	"	Hoxie, 1 mo. rent	66 67	
	"	Dr. Flagg, 1 mo. rent	41 65—	763 30
April 4.	"	Geo. Pulford, 1 mo. rent	60 00	
	"	E. Heinrich, 1 mo. rent	8 35—	68 35
				$1,600 00
1873.				
April 30.	By	Mrs. Doble, 1 mo. rent	$120 00	
	"	Hamilton, 1 mo. rent	41 65—	$161 65
May 31.	"	Castner & Renner, 1 mo. rent	83 35	
	"	J. B. Hoxie, 1 mo. rent	66 65	
	"	Geo. Pulford, 1 mo. rent	60 00	
	"	Parker Paine, 3 mo. rent	100 00	
	"	Dr. Flagg, 1 mo. rent	41 65—	351 65
	"	Heinrich, 1 mo. rent	10 40	
	"	Brett on acc't	25 00	
	"	Hamilton, 1 mo. rent	41 65	
	"	Mrs. Coburne, 1 mo. rent	35 00	
	"	Geo. Palmes, 2 mo. rent	100 00	
	"	Mrs. Doble, 1 mo. rent	120 00	
	"	Ramsey county, for Brett	25 00—	357 05
108	"	Castner & Renner, 1 mo. rent	100 00	
	"	J. B. Hoxie, 1 mo. rent	66 67	
	"	Geo. Pulford, 1 mo. rent	60 00	
	"	Geo. W. Armstrong, 3 mo. rent	50 00	
	"	Hill, Greggs & Co., 1 mo. rent	50 00	
	"	Sam'l Flagg, 1 mo. rent	41 65—	368 32
	"	Heinrich, 1 mo. rent	10 40	
	"	Seabury, 1 mo. rent	41 65	
	"	Palmes, 1 mo. rent	50 00	
	"	Mrs. Doble, 1 mo. rent	120 00—	220 05
	"	Castner & Co., 1 mo. rent	100 00	
	"	Hoxie, 1 mo. rent	66 65	
	"	Hill, Greggs & Co., 3 mo. rent	50 00	
	"	Sam'l Flagg, 1 mo. rent	41 65—	258 30
		Balance down		7 50
				$1,726 52
1873.				
July 31.	By	Heinrich, 1 mo. rent	$10 45	
	"	Pulford, 1 mo. rent	60 00	
	"	Newel, 3 mo. rent	50 00	
	"	Security Ins. Co., ret. premium	8 84	
	"	Palmes, 1 mo. rent	50 00	
	"	Mrs. Doble, 1 mo. rent	120 00—	299 29
	"	Seabury, 1 mo. rent		41 65
Aug. 30.	"	Castner, 1 mo. rent	100 00	
	"	J. B. Hoxie, 1 mo. rent	66 65	

John S. Prince, Agt., in acc't

DR. CHAS. P. CHOUTEAU.

1873.						
May	24.	By	Prem. to Fire & Marine on Pioneer bl'k.			$33 75
109	30.	"	Numbering Chouteau block	$1	75	
		"	" Bailey House		50—	2 25
Sept.	30.	"	Bluye & Rubler bill Chouteau block.	3	85	
		"	" " " " "	33	50	
		"	" " " " " "	2	50—	39 85
		"	Prendergast bill Pioneer block,			18 40
		"	" " " Bailey House			14 40
		"	1,000 ft. 2d flooring	28	00	
		"	168 ft. base	2	35	
		"	Hauling 1 load		50—	30 85
Oct.	30.	"	Prem. $3,000, Bailey House	37	50	
		"	" $1,250, Central House.	37	50	
		"	" $2,500, Chouteau block	62	50	
		"	" $2,500, brick building	56	25—	193 75
	31.	"	Penner & Dassel work on Central House.	12	25	
		"	Mrs. Doble, for door keys	3	50—	15 75
Nov.	7.	"	4,500 shingles, @ 3½	14	88	
		"	Hauling 1 load		50	
		"	35 lbs. 6 penny nails, @ 8	2	80	
		"	3½ days' labor, @ $2.25	7	87	
		"	20 ft. strips, @ 3		60—	26 65
		"	175 ft. 12 ft. 6-in boards, @ 16	2	80	
		"	2 ps. 4x4—12=32,			
		"	4 ps. 2x4—16=43=75, @ 15	1	12	
		"	24 ft. siding, @ 2½		60	
		"	26 ft. boards, @ 16		41	
		"	10 ps. ½x3—16, @ 8		80	
		"	1 ps. 2x4—10=7, @ 16		11—	5 84
	30.	"	Prem. on Chouteau block	62	50	
		"	" " Central House	37	50—	100 00
		"	Robert & Co.'s bill Bailey House	19	00	
111		"	Special tax for opening Jackson st.	7	14	
		"	" " " Main st. sewer	237	00—	263 14
Dec.	8.	"	100 ft. com. boards, 12 ft., @ 16	1	60	
		"	4 ps. ½x3—12		35	
		"	Hauling		50—	2 45
	31.	"	Seabury, for glazing	1	90	
		"	Ryan, in Pioneer block	4	00—	5 90
		"	Prendergast bill store No. 14			8 50
		"	Blazo & Remicke, Chouteau block, $66.32, less already credited, $40.45	25	87	
		"	Blazo & Remicke, Pioneer build'g, $6.75, less credited, $1.75	5	00	
		"	Blazo & Remick, brick building	2	00	
			Balance down			3,099 03
						$4,004 15

2d. That there may be assigned or set off unto your orator, as of the estate of the said Sanford, deceased, seventeen and one-third one-hundreths (17⅓-100) part of all the said lots described in Schedules A and B, hereunto annexed, and of any other real property owned by the said Pierre Chouteau, Jr., & Co., of St. Louis, that has not been sold and conveyed by the said Charles P. Chouteau and Julia Maffit to parties other than the heirs, legatees, or legal representatives of the said Joseph A. Sire and John B. Sarpy, or to other parties for their use and benefit.

3d. That your orators recover from the said Charles P. Chouteau and Julia Maffit, as part of the estate of the said Sanford, seventeen and one-third one-hundreths (17⅓-100) part of all the sums, whether in money or securities, received by them as the prices of the lands and lots sold and conveyed by them as aforesaid, other than the lands and lots described in Schedules A and B, hereunto annexed; and that for the amount of your orators' said share of said moneys and securities they be adjudged to have a lien upon the interests of the said Charles P. Chouteau and Julia Maffit in and to the lots and lands described in Schedules A and B, hereunto annexed; and that such interest of the said Charles P. Chouteau and Julia Maffit be sold to satisfy such lien.

4th. That such other and further relief touching the premises may be granted unto your orator as unto your Honors may seem meet.

May it please your Honors to grant unto your orators the writ of subpœna of the United States, to be directed to the persons hereinbefore named as defendants, and to each of them, thereby commanding the defendants hereinbefore named, and each of them, to
22 be and appear before your Honors, in the Honorable Court aforesaid, then and there to answer, &c.

GILMAN, CLOUGH & LANE,
Solicitors and of Counsel for Plaintiffs.

23 *Schedule A.*

KITSON'S ADDITION TO ST. PAUL.

Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.
1	1	4	15	3	34	1	50	8	60	2	81
1	2	5	15	7	34	2	50	1	62	3	81
6	3	6	15	8	34	6	50	3	63	4	81
7	3	7	15	6	35	8	50	4	63	5	81
4	4	4	16	8	35	1	51	7	63	7	81
5	4	1	17	2	36	2	51	11	63	2	82
7	4	2	17	5	36	3	51	12	63	3	82
8	4	3	18	6	36	5	51	14	63	6	82
4	5	8	18	7	36	7	51	7	66	1	83
5	5	3	19	7	37	8	51	8	66	3	83
6	5	4	19	8	37	2	52	4	67	4	83
7	5	3	21	1	38	3	52	1	68	5	83
3	7	5	21	2	38	5	52	5	68	6	83
4	7	6	21	3	38	7	52	6	68	2	84
5	7	8	21	1	39	8	52	7	68	3	84
1	11	4	22	1	41	5	53	1	69	4	84
7	11	5	22	6	41	2	54	2	69	6	84
8	11	6	23	7	44	4	54	3	69	2	85
1	12	1	24	8	44	6	54	4	69	3	85
2	12	2	24	5	45	7	54	7	69	4	85
3	12	5	24	4	45	8	54	1	71	1	86
4	12	6	24	6	45	4	56	3	71	1	87
2	13	8	24	8	45	5	56	1	72	2	88
3	13	2	26	1	46	6	56	2	72	3	88
4	13	3	26	2	46	3	57	1	73	2	89
5	13	4	26	3	46	7	57	3	73	3	89
6	13	1	31	5	46	1	58	4	73	1	90
1	14	2	32	8	46	2	58	2	74	2	90
2	14	3	32	1	48	3	58	3	74	3	90
3	14	4	32	2	48	4	58	1	76	1	91
4	14	1	33	5	48	5	58	3	77	2	91
6	14	2	33	7	48	7	58	4	77	3	91
7	14	3	33	1	49	8	58	all of	78		
1	15	4	33	3	49	4	59	all of	79		
2	15	6	33	4	49	1	60	all of	80		
3	15	7	33	8	49	2	60	1	81		

All of Block 2 in Whitney & Smith's Addition to St. Paul.

24 *Schedule B.*

ST. PAUL PROPER.

Lot.	Block.	Lot.	Block.	Lot.	Block.	Lot.	Block.	Lot.	Block.
5	30	3	31	1	32	1	38	2	39

Schedule C.

KITSON'S ADDITION TO ST. PAUL.

Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.
1	1	4	12	8	24	8	44	3	49	1	71
1	2	5	13	1 sq. ac.		3	45	4	49	3	71
4	4	6	13	2	26	4	45	8	49	7	66
5	4	4	16	3	26	6	45	1	50	8	66
4	5	3	21	4	26	8	45	2	50	1	68
5	5	4	22	3	33	1	46	6	50	1	69
6	5	8	21	4	33	2	46	7	51	2	69
7	5	2	52	7	34	3	46	8	51	3	69
3	7	3	52	8	34	5	46	4	59	4	69
4	7	7	52	6	35	8	46	3	63	7	69
5	7	8	52	8	35	1	48	4	63	1	73
1	11	2	89	1	39	2	48	7	63	1	91
7	11	3	89	1	41	7	48	11	63	2	91
8	11	5	24	6	41	5	48	12	63	3	91
3	12	6	24	7	44	1	49	14	63		

And Lot 5, Block 30, St. Paul proper.

25 And thereupon, upon application of said solicitors, a writ of subpœna was duly issued out of said court under the seal thereof, duly tested, and in the words and figures following, to wit:

26 UNITED STATES OF AMERICA, } ss:
District of Minnesota, }

The President of the United States of America to Charles P. Chouteau, Julia Maffett, Edward P. Tessou, Louis V. Bogy, Virginia Premer, Julia Anne Adelle Morrison, Clauvin Le Bean, Rebecca W. Sire, Joseph H. Coron, Benjamin C. Sanford, and John S. Prince, greeting:

Your are hereby commanded to appear before our Judges of our Circuit Court of the United States of America for the District of Minnesota, at St. Paul, in said district, on the first Monday in the month of March, 1876, to answer the bill of complaint of Samuel L. M. Barlow, sole surviving executor, &c., of John F. A. Sanford, deceased, Isabel Sanford, John F. A. Sanford, and Emile C. Sala, this day filed in the clerk's office of said court, in said St. Paul, then and there to receive and abide by such judgment and decree as shall then or thereafter be made, upon pain of judgment being pronounced against you by default.

To the Marshal of the District of Minnesota to execute.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at St. Paul aforesaid, this 14th day of January, in the year of our Lord one thousand eight hundred and seventy-six, and of our Independence the one hundredth year.

[SEAL OF COURT.]

H. E. MANN, *Clerk.*

Memorandum.

The within-named defendants are notified that unless they enter their appearance in the clerk's office of said court at St. Paul aforesaid, on or before the day to which this writ is returnable, the complaint will be taken against them as confessed, and a decree entered accordingly. H. E. MANN, *Clerk.*

GILMAN, CLOUGH & LANE,
Plaintiff's Solicitors.

27 (Indorsed:) Circuit Court of the United States, District of Minnesota; Samuel L. M. Barlow, executor, &c., et al., vs. Charles P. Chouteau et al.; Chancery subpœna; returnable first Monday in March, A. D. 1876; filed January 17, A. D. 1876; H. E. Mann, clerk; by Wm. A. Spencer, deputy; Gilman, Clough & Lane, plaintiff's solicitors. I hereby certify that the within is a true copy of the original subpœna in chancery delivered to me for service. —— ———, U. S. Marshal.

Which subpœna was afterwards duly returned into said clerk's office, indorsed by the marshal of the District of Minnesota in the words and figures following, to wit:

DISTRICT OF MINNESOTA, *ss:*

I hereby certify that I served the within writ on the within-named John S. Prince personally, by handing to and leaving with him a true copy hereof, at St. Paul, in said district, January 15, 1876; and I do further certify that the other defendants therein named are not in my district. R. N. McLAREN,
U. S. Marshal.

Fees, service and travel, $2.12.

28 And afterwards, to wit, on the 1st day of May, A. D. 1876, came the defendants, Charles P. Chouteau and Julia Maffett, as heirs at law and legatees of Pierre Chouteau, Jr., deceased, and Charles P. Chouteau, Edward P. Tesson, and Lewis V. Bogy, as executors of the last will of Pierre Chouteau, Jr., deceased; Virginia Penguent and Julia Anne Adile Morrison, Pierre A. Berthold and Chauvin Le Bean, as executors of the last will of John B. Sarpy, deceased; Rebecca W. Sire, Joseph Cowan, as surviving executor of the last will of Joseph A. Sire, deceased, Benjamin C. Sanford and John S. Prince, and filed in the clerk's office of said court their answer to the bill of complaint herein, in the words and figures following, to wit:

29 And afterwards, to wit, on the 6th day of March, A. D. 1866, at rules in the clerk's office of said court, the following among other proceedings was had:

SAMUEL L. M. BARLOW, Executor, &c., et al.,
vs.
CHARLES P. CHOUTEAU, JOHN S. PRINCE et al.

And now comes the defendant, John S. Prince, by R. B. Galusha and Messrs. Davis, O'Brien & Wilson, his solicitors, on whose motion it is ordered that the appearance of said defendant be, and the same is hereby, entered.

SAMUEL L. M. BARLOW, Executor, &c., et al.,
vs.
CHARLES P. CHOUTEAU, JULIA MAFFITT et al.

And now come the defendants, Charles P. Chouteau, Julia Maffitt, and all the other defendants therein except Virginia Penguet, late Virginia Berthold, Julia Anne Adelle Morrison, legatees and devisees of John B. Sarpy; Rebecca W. Sire, Pierre A. Berthold, and Chauvin La Bean, executors of John B. Sarpy; Rebecca W. Sire, Joseph H. Coron, Benjamin C. Sanford, First Division of the St. Paul & Pacific Railroad Company; St. Paul, Stillwater and Tayler's Falls Railroad Company, St. Paul & Sioux City Railroad Company, on whose motion it is ordered that the appearance of the said defendants be, and the same is hereby, entered.

30 And afterwards, to wit, on the 15th day of March, A. D. 1876, came the plaintiffs, by their solicitors, and filed in the clerk's office of said court an affidavit, in the words and figures following, to wit:

In the Circuit Court of the United States for the District of Minnesota. In Equity.

SAMUEL L. M. BARLOW & others, Plaintiffs,
vs.
CHARLES P. CHOUTEAU & others, Defendants.

DISTRICT OF MINNESOTA, *ss.*

W. P. Clough doth depose and say that he is one of the solicitors of the plaintiffs in the above-entitled suit; that the defendants therein, Virginia Penguet, Julia Anne Adelle Morrison, Pierre A. Berthold, Chauvin La Bean, Rebecca W. Sire, Joseph H. Coron, and Benjamin C. Sanford, are each non-residents of this State and absent therefrom; that, as he is informed after careful inquiry of persons who know the said defendants, and as he verily believes, the said defendants all are residents of the city of St. Louis, in the State of Missouri; and that the defendant John S. Prince, who resides in St. Paul, in this district, is in charge of all those parcels of property in the bill described in which the said defendants claim to have any interest. W. P. CLOUGH.

31 Subscribed and sworn to before me on the 15th day of March, A. D. 1880.

[SEAL OF COURT.] H. E. MANN, *Clerk.*

And thereupon the said court, at a regular session thereof then being held in the city of St. Paul, in said district, upon the motion of plaintiffs' solicitors, made an order, which was on said day duly entered upon the records thereof, and is in the words and figures following, viz.:

SAMUEL L. M. BARLOW and others, Plaintiffs,
vs.
CHARLES P. CHOUTEAU and others, Defendants.

It being made to appear that the above-entitled suit is brought to enforce an equitable claim to certain real property situated within this district, and that Virginia Penguet, Julia Anne Adelle Morrison, Pierre A. Berthold, Chauvin Le Bean, Rebecca W. Sire, Joseph H. Coron, and Benjamin C. Sanford, defendants in said suit, are none of them inhabitants of this district, and that none of them can be found therein:

On motion of Gilman, Clough & Lane, solicitors for plaintiffs in said suit, it is hereby ordered that the said Virginia Penguet, Julia Anne Adelle Morrison, Pierre A. Berthold, Chauvin Le Bean, Rebecca W. Sire, Joseph H. Coron, and Benjamin C. Sanford,
32 defendants, and each of them, do enter his or her appearance in this suit in this court on the next rule day, occurring ten or more days after the service of this order upon him or her; and that after such appearance he or she shall demur, plead, or answer at the times and in the manner prescribed by the rules and practice of this court.

And it is hereby further ordered that this order be served upon each of the said defendants wherever found, and that a copy of the same be served upon John S. Prince, one of the defendants in said suit, who is in charge of those parts of the real property described in the bill in which the said defendants are alleged to claim an interest.

R. R. NELSON, *Judge.*

And afterwards a duly certified copy of said order was returned to said clerk's office, indorsed by the marshal of the eastern district of Missouri as follows:

UNITED STATES OF AMERICA,
Eastern District of Missouri, } *ss:*

I have executed the within order by delivering a copy thereof to the within named Pierre A. Berthold and Rebecca W. Sire, and by delivering a copy thereof for Julia Anne Adelle Morrison to her husband, at her residence, all in St. Louis, in said district, this 22nd

day of March, A. D. 1876. The within named Virginia Pen-
33 guet, Chauvin Le Bean, Joseph H. Coron, and Benjamin C. Sanford cannot be found in this district.

H. W. LEFFINGWELLE,
U. S. Marshal, E. D. Mo.
By JAMES B. GEGGEI, *Deputy.*

Marshal's fees:
3 services - - - $6 00
9 miles' travel - 54
$6 54

34 In the Circuit Court of the United States for the District o Minnesota.

SAMUEL L. M. BARLOW, executor, et als., versus CHAS. P. CHOUTEAU, JULIA MAFFIT, and others. } In Equity.

The joint and several answer of Chas. P. Chouteau and Julia Maffitt, as heirs at law and legatees of Pierre Chouteau, jr., deceased, and Chas. P. Chouteau, Edward P. Tesson, and Lewis V. Bogy, as executors of the last will of Pierre Chouteau, jr., deceased, Virginia Peiguet, and Julia Anne Adele Morrison, and Pierre A. Berthold and Chauvier Le Bean, as executors of the last will of John P. Sarpy, deceased; Rebecca W. Sier, Joseph Cowan, as surviving executor of the last will of Joseph A. Sier, deceased; Benjamin C. Sanford and John S. Prince, to the bill of complaint of the complainants herein:

These defendants, now and at all times hereafter saving and reserving to themselves and each of them all benefit and advantage of exception which can or may be had or taken to the many errors,
35 uncertainties, and other imperfections in the said complainants' said bill of complaint contained, for answer thereto, or unto so much and such parts thereof as these defendants are advised is or are material or necessary for them or any of them to make answer thereunto, they, these defendants, severally answering say:

That they admit the allegations in the clause numbered I, in said bill of complaint contained, to be true as therein alleged.

They deny that during the existence of said partnership that the same bought or paid for with copartnership funds large or any quantities of acre lands, or large or any number of town lots in the State of Wisconsin, or in the Territory or present State of Minnesota, for the purpose of holding or selling the same for the profit or benefit of said copartnership or otherwise, or that among such alleged lots or lands so alleged to be purchased were included the said lands or lots or any of them described in Schedules "A" and "B" of said bill of complaint attached. On the contrary, these defendants say that all lots or lands, whether in said schedules described or not, or in said complaint referred to, which were held or owned by said copartner-

ship at the dissolution thereof, were taken in payment of or in settlement or compromise of indebtedness due to said partnership from persons then indebted thereto, and not otherwise, and all lots
36 and parcels of lands held by said partnership at the date of dissolution thereof formed and were a part of the assets of said partnership at the date of the dissolution thereof, and were then and there liable and chargeable with the payment of the debts of said partnership.

And these defendants deny that the property described in said Schedule "A" was ever at any time, for the sake of convenience of dealing with the same or otherwise, caused by said partnership to be conveyed to said Charles W. Borup, in said bill of complaint named, or that the same was by agreement of said partnership to be held by or disposed of by said Borup, in accordance with any directions of said partnership; on the contrary, defendants say that said Borup purchased said property and took the conveyence thereof in his own name without the consent or knowledge of said partnership, and conveyed the same to the partnership formed as hereinafter stated, after the withdrawal of said Sanford from said original firm, in settlement of his indebtedness then and there due and owing by him to said new partnership, and not otherwise.

And these defendants deny that the said property described in said Schedule "B," to said complaint attached, was purchased by said copartnership, or that for the sake of the convenience in the
37 dealing with said property the same was caused to be conveyed to said Henry A. Sibley in said bill of complaint named; on the contrary, defendants say that the said property was taken in settlement or payment of indebtedness before that time due and owing from other persons to said new copartnership, hereinafter referred to.

Further answering, these defendants deny that on or about the 29th day of March, A. D. 1857, or at any time, said copartnership purchased or paid for with copartnership funds from Louis Roberts any part of lot five (5) in block thirty (30) of Saint Paul proper, but they aver that at the time of the purchase and conveyance from said Louis Roberts of said part of lot 5, block 30, St. Paul proper, that said copartnership had been long dissolved, and the said John F. A. Sanford had no interest therein, or in or to any of the property held or theretofore held in said partnership name; that said Sanford did not contribute in any manner any part of the purchase-money of said lot, and the name of said Sanford was inserted in said deed by mistake, and was a clerical error, and there never was at any time any firm or partnership known or designated as "Pierre Chouteau, jr., and Co.," composed of Pierre Chouteau, jr., John B. Sarpy, and John F. A. Sanford.

And these defendants aver and state that all of the lots in
38 the towns named in said bill of complaint, viz., Saint Anthony, Belle Plaine, Sauk Rapids, Traverse des Sioux, St. Cloud, Hastings and Mendota, and in said counties of Ramsey, Washington, Dakota, Benton, and Manomin, and each of them, held or owned by

said partnership or in said partnership name, prior to the dissolution thereof, (which dissolution was made by mutual consent on the 31st day of December, A. D. 1852,) were then and there firm assets, and taken in the ordinary business of said firm in payment or settlement of indebtedness theretofore owing to it, and not otherwise.

And these defendants deny that any part of said lots or lands in said bill of complaint described or referred to were, after the date of the dissolution of said partnership, conveyed or intended to be conveyed to any firm or partnership in which said John F. A. Sanford was a member or in anywise interested, and they deny that said property or any part thereof was, or continued to be or remain, the property of said copartnership, dissolved as aforesaid, or that the same or any part thereof continued to be or remained the property of the members of said dissolved partnership, or of their legal representatives in the shares or proportions in said bill of complaint stated or otherwise. On the contrary thereof, these defendants say
39 that on the 31st day of December, A. D. 1852, said copartnership in said bill of complaint named was duly dissolved, and said John F. A. Sanford withdrew therefrom, and then and there, for a valuable consideration to him paid by said Pierre Chouteau, Jr., did sell, assign, transfer, and set over unto the said Pierre Chouteau, Jr., all and singular his share and interest in and to the assets of said partnership, of all and every kind and description whatsoever, including his interest (if any he had) as a member of said firm in and to the said lots and lands in said bill of complaint described, and all and every part and parcel thereof, and from thenceforth said Sanford never had or claimed to have any interest in or right to a share in the proceeds of said lands or lots.

Further answering, these defendants say that after the withdrawal of said Sanford from said copartnership, the business theretofore transacted by said copartnership at St. Louis and in Minnesota was continued by said Pierre Chouteau, Jr., John B. Sarpy, and Joseph A. Sier, under the same firm-name of Pierre Chouteau, Jr., and Co., and all conveyances of land taken in such firm-name, from and after the dissolution aforesaid, in any manner or for any purpose, were taken solely and exclusively for the benefit of said three last-named parties as such firm, and not otherwise.

40 And these defendants deny that the agreement between said John F. A. Sanford and the other members of said copartnership, on the dissolution thereof, is correctly stated or set forth in clause VII of said bill of complaint; but they aver that such agreement was, that in consideration that the said Chouteau should save the said Sanford harmless on account of the debts of said St. Louis partnership, said Sanford would and did then and there release and transfer to said Chouteau all his interest in and to the assets and property of said copartnership, including his interest (if any) in or to the said lands and town lots in Minnesota; and these defendants deny that as a part of said agreement said Chouteau then or at any time agreed to assure to said Sanford, free from any debts or liabil-

ship at the dissolution thereof, were taken in payment of or in settlement or compromise of indebtedness due to said partnership from persons then indebted thereto, and not otherwise, and all lots
36 and parcels of lands held by said partnership at the date of dissolution thereof formed and were a part of the assets of said partnership at the date of the dissolution thereof, and were then and there liable and chargeable with the payment of the debts of said partnership.

And these defendants deny that the property described in said Schedule "A" was ever at any time, for the sake of convenience of dealing with the same or otherwise, caused by said partnership to be conveyed to said Charles W. Borup, in said bill of complaint named, or that the same was by agreement of said partnership to be held by or disposed of by said Borup, in accordance with any directions of said partnership; on the contrary, defendants say that said Borup purchased said property and took the conveyence thereof in his own name without the consent or knowledge of said partnership, and conveyed the same to the partnership formed as hereinafter stated, after the withdrawal of said Sanford from said original firm, in settlement of his indebtedness then and there due and owing by him to said new partnership, and not otherwise.

And these defendants deny that the said property described in said Schedule "B," to said complaint attached, was purchased by said copartnership, or that for the sake of the convenience in the
37 dealing with said property the same was caused to be conveyed to said Henry A. Sibley in said bill of complaint named; on the contrary, defendants say that the said property was taken in settlement or payment of indebtedness before that time due and owing from other persons to said new copartnership, hereinafter referred to.

Further answering, these defendants deny that on or about the 29th day of March, A. D. 1857, or at any time, said copartnership purchased or paid for with copartnership funds from Louis Roberts any part of lot five (5) in block thirty (30) of Saint Paul proper, but they aver that at the time of the purchase and conveyance from said Louis Roberts of said part of lot 5, block 30, St. Paul proper, that said copartnership had been long dissolved, and the said John F. A. Sanford had no interest therein, or in or to any of the property held or theretofore held in said partnership name; that said Sanford did not contribute in any manner any part of the purchase-money of said lot, and the name of said Sanford was inserted in said deed by mistake, and was a clerical error, and there never was at any time any firm or partnership known or designated as "Pierre Chouteau, jr., and Co.," composed of Pierre Chouteau, jr., John B. Sarpy, and John F. A. Sanford.

And these defendants aver and state that all of the lots in
38 the towns named in said bill of complaint, viz., Saint Anthony, Belle Plaine, Sauk Rapids, Traverse des Sioux, St. Cloud, Hastings and Mendota, and in said counties of Ramsey, Washington, Dakota, Benton, and Manomin, and each of them, held or owned by

said partnership or in said partnership name, prior to the dissolution thereof, (which dissolution was made by mutual consent on the 31st day of December, A. D. 1852,) were then and there firm assets, and taken in the ordinary business of said firm in payment or settlement of indebtedness theretofore owing to it, and not otherwise.

And these defendants deny that any part of said lots or lands in said bill of complaint described or referred to were, after the date of the dissolution of said partnership, conveyed or intended to be conveyed to any firm or partnership in which said John F. A. Sanford was a member or in anywise interested, and they deny that said property or any part thereof was, or continued to be or remain, the property of said copartnership, dissolved as aforesaid, or that the same or any part thereof continued to be or remained the property of the members of said dissolved partnership, or of their legal representatives in the shares or proportions in said bill of complaint stated or otherwise. On the contrary thereof, these defendants say

39 that on the 31st day of December, A. D. 1852, said copartnership in said bill of complaint named was duly dissolved, and said John F. A. Sanford withdrew therefrom, and then and there, for a valuable consideration to him paid by said Pierre Chouteau, Jr., did sell, assign, transfer, and set over unto the said Pierre Chouteau, Jr., all and singular his share and interest in and to the assets of said partnership, of all and every kind and description whatsoever, including his interest (if any he had) as a member of said firm in and to the said lots and lands in said bill of complaint described, and all and every part and parcel thereof, and from thenceforth said Sanford never had or claimed to have any interest in or right to a share in the proceeds of said lands or lots.

Further answering, these defendants say that after the withdrawal of said Sanford from said copartnership, the business theretofore transacted by said copartnership at St. Louis and in Minnesota was continued by said Pierre Chouteau, Jr., John B. Sarpy, and Joseph A. Sier, under the same firm-name of Pierre Chouteau, Jr., and Co., and all conveyances of land taken in such firm-name, from and after the dissolution aforesaid, in any manner or for any purpose, were taken solely and exclusively for the benefit of said three last-named parties as such firm, and not otherwise.

40 And these defendants deny that the agreement between said John F. A. Sanford and the other members of said copartnership, on the dissolution thereof, is correctly stated or set forth in clause VII of said bill of complaint; but they aver that such agreement was, that in consideration that the said Chouteau should save the said Sanford harmless on account of the debts of said St. Louis partnership, said Sanford would and did then and there release and transfer to said Chouteau all his interest in and to the assets and property of said copartnership, including his interest (if any) in or to the said lands and town lots in Minnesota; and these defendants deny that as a part of said agreement said Chouteau then or at any time agreed to assure to said Sanford, free from any debts or liabil-

ities growing out of said copartnership affairs, seventeen and one-third one-hundredths, or any part whatever, of said lands or lots in Minnesota.

And defendants further say, that in and by the said deed in said bill of complaint named, on page 14 thereof, executed and delivered by said P. Chouteau, Jr., to said Gebhardt and Barlow, said Chouteau expressly reserved his rights to collect and dispose of for his own sole use and benefit all the assets of the said St. Louis copartnership, dissolved as aforesaid, in accordance with the transfer thereof to him by said Sanford, hereinbefore set forth; as will more fully
41 appear on inspection of said deed, which they are ready to produce as your honors may direct.

Further answering, defendants say that at the date of dissolution of said copartnership first hereinbefore named, said firm was indebted to various persons in the sum of $438,176.28, and that the assets of said firm, exclusive of the interest (if any) of said copartnership in lands and lots in Minnesota and elsewhere at that time, was greatly insufficient to liquidate the said indebtedness, as said Sanford then and there well knew; that after collecting and applying all the available assets belonging to said copartnership to the payment and reduction of said indebtedness, there remained a deficit unpaid thereof on the first day of May, A. D. 1860, of more than $212,000, which said indebtedness was thereafter wholly paid and advanced by said Pierre Chouteau, Jr., in his lifetime, with the assent and concurrence of the executors of said John B. Sarpy and Joseph A. Sier; that after the death of said John B. Sarpy and Joseph A. Sier the said executors of said John B. Sarpy and Joseph A. Sier assented to such payment, it being understood and agreed that the shares of such indebtedness, for which the estates of said Sarpy & Sier were severally liable, should be refunded to said Chouteau from the proceeds of sales of the lands and lots in Minnesota at that time, remaining unsold, the title in fee-simple to all of which was then in the
42 name of said Pierre Chouteau, Jr.; that such agreement was not carried into effect during the lifetime of said Chouteau, and the title to all of said remaining lands and lots having vested in the said Chas. P. Chouteau and Julia Maffitt, they, to carry out and complete said agreement, proceeded to sell and dispose of all and singular the said lands and lots so remaining undisposed of, and the entire proceeds of the sales thereof were used in the payment to them, as the heirs at law and sole legatees of said P. Chouteau, Jr., of the said unpaid balance remaining due and owing to said P. Chouteau, Jr., by reason of the payment by him of the said copartnership indebtedness, as hereinbefore set forth; that the said sales so made by the said Charles P. Chouteau and Julia Maffitt are the same sales referred to in clause X of said bill *bill* of complaint, and each and every of them were made in good faith for the purpose aforesaid, and each and every of them were for the full values of said parcels of said lands and lots at the time of said sales.

And these defendants aver that such sales and every of them were

54 VIII. That since [illegible] 27

made with the full knowledge of said complainants, and were all made at public auction after full advertisement thereof; that said complainants never in any manner objected to said sales, or in any manner or form notified purchasers of their pretended rights therein, and have permitted such purchasers, who number more than one hundred persons, to pay for such lands and lots in good faith,
43 and to erect valuable and lasting improvements on a good part thereof; that said complainants have never paid or offered to pay any part of the taxes assessed from year to year thereon, nor made any effort to take possession of any part thereof, or to interpose or set up any claim therefor, or for any part thereof, prior to the commencement of this suit—all of which is contrary to equity and good conscience.

And these defendants deny that said sales, or any part of them, were in fraud of the rights of said complainants, or that the same or any of them were made for the purpose of defeating any rights of said complainants in said property; and these defendants aver that each and every of their co-defendants, purchasers of certain of said lots and lands, were purchasers in good faith, without notice or knowledge of any claim therein, or to any part thereof, on the part of said complainants or of said John F. A. Sanford, and for full and adequate considerations paid therefor in each case respectively; and these defendants deny that all or any of the defendants herein had any notice or knowledge that said John F. A. Sanford, deceased, or said complainants, as his successors in interest, had or claimed to have any interest whatever in or to any part or portion of said lands.

And these defendants deny that the aggregate value of said
44 property mentioned in said Schedules "A" and "B" is the sum of $500,000, or any other sum more than $300,000.

And these defendants deny that said alleged or any moneys were received by said John S. Prince from the rents, incomes, profits, or proceeds of said property or any part thereof, with full or any notice or knowledge of the pretended rights of said complainants.

And these defendants, further answering, say that they know not and cannot set forth as to their belief or otherwise what, if any, part or portion of the said lots and lands held and owned by said first-named copartnership, at the date of the dissolution thereof, were sold by said Pierre Chouteau, Jr., in his lifetime, or as to what, if any, part of the proceeds of such sales, if any were made by him, were applied to the payment and liquidation of the indebtedness of said copartnership.

These defendants deny all the matters alleged in clause numbered IX of the said bill of complaint and every part thereof.

And they deny each and every allegation contained in clause V of the said bill of complaint.

Further answering, they aver that more than six years have elapsed since the accrual of any of the pretended causes of action set out in the said bill of complaint.

45 And these defendants deny all and all manner of unlawful combination and confederacy wherewith they are, by the said bill, charged without this, that there is any other matter, cause, or thing in the said complainants' bill of complaint contained material or necessary for these defendants to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of these defendants. All which matters and things these defendants are ready and willing to aver, maintain, and prove as this honorable court shall direct; and pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

R. B. GALUSHA & DAVIS, O'BRIEN & WILSON,
Solicitors and of Counsel for Defendants.

46 And afterwards, to wit, on the third day of July, A. D. 1876, came the plaintiffs by their solicitors, and filed in the clerk's office of said court their replication to the answer of Chas. P. Chouteau *et al.* in the words and figures following, to wit:

47 In the Circuit Court of the United States for the District of Minnesota.

SAMUEL L. M. BARLOW et al.
vs.
CHAS. P. CHOUTEAU et al.

The replication of the complainants to the joint answer of Charles P. Chouteau *et al.*

These repliants, saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answers, for reply thereunto say that they will aver and prove their said bill to be true, certain, and sufficient to be answered unto, and that the said answer of the said defendants is uncertain, untrue, and insufficient to be answered unto by these repliants.

Without this, that any other matter or thing whatsover in the said answer contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, is true.

All which matters and things these repliants are and will be ready to aver and prove as this honorable court may direct; and they humbly pray, &c.

GILMAN, CLOUGH & LANE,
Sols. for Plffs.

48 And afterwards, to wit, on the second day of December, A. D. 1876, at rules in the clerk's office of said court in the city of St. Paul, in said district, the following proceeding, among others, was had, viz.:

SAMUEL L. M. BARLOW et al.
vs.
CHARLES P. CHOUTEAU et al.

And now come the plaintiffs' solicitors, on whose motion it is

ordered that this cause be, and it is hereby, set down for hearing at the next general term of said court, to be held at the city of St. Paul, in said district, on the second Monday, being the eleventh day, of December, A. D. 1876, at the opening of court on that day, or as soon thereafter as counsel can be heard.

49 And afterwards, to wit, at a general term of said court begun and held at the city of St. Paul, in said district, on the third Monday of June, A. D. 1877, on the second day of July, 1877, the following, among other proceedings, was had:

SAMUEL L. M. BARLOW et al.
vs.
CHARLES P. CHOUTEAU et al.

The parties, by their solicitors, consenting thereto, ordered that this cause do stand continued until the next term of this court.

50 And afterwards, to wit, at a general term of said court begun and held at the city of St. Paul, in said district, on the second Monday in December, in the year of our Lord one thousand eight hundred and seventy-seven, on the second day of April, A. D. 1878, the following proceeding was had:

SAMUEL L. M. BARLOW et al.
vs.
CHARLES P. CHOUTEAU et al.

This cause coming on for hearing, was argued on the part of the plaintiffs by W. P. Clough, Esq., and on the part of the defendants by Cushman K. Davis, Esq.

And afterwards, at said term of said court, and on the 4th day of April, A. D. 1878, the following proceeding, among others, was had, viz.:

SAMUEL L. M. BARLOW et al.
vs.
CHARLES P. CHOUTEAU et al.

This cause coming on for further hearing, was further argued by the solicitors of the respective parties.

51 And afterwards, at said term of said court and on the 8th day of April, A. D. 1878, the following among other proceedings was had:

SAMUEL L. M. BARLOW, Sur. Ex., &c., et al.,
vs.
CHARLES P. CHOUTEAU et al.

This cause coming on for further hearing, was further argued by counsel and submitted to the court, and by the court taken under advisement.

52 United States Circuit Court for the District of Minnesota.

Term Minutes, June Term, A. D. 1878, August 13, 1878. Tuesday morning.

Present: Hon. Rensselaer R. Nelson, Judge.

SAMUEL L. M. BARLOW, Surviving Executor, &c., et al.
vs.
CHARLES P. CHOUTEAU et al. } In Equity.

Nelson, J.

Facts found.

I. I find that in 1852 the firm of P. Chouteau, Jr., & Co., No. 2, consisted of four persons, and the assets of the copartnership were owned and the profits and losses were to be shared in the following proportions:

Pierre Chouteau, Jr., - - -	58 per cent.
John B. Sarpy, - - - - -	17⅓ " "
John F. A. Sanford, - - -	17⅓ " "
Joseph A. Sire, - - - - -	17⅓ " "

II. That the copartnership was dissolved in 1852 by the mutual agreement of all the parties.

III. That a large amount of real property was owned by the copartnership in the Territory (now State) of Minnesota at the time of the dissolution, having been purchased with copartnership funds.

IV. That the legal title to the property was at that time in Charles W. Borup and H. H. Sibley, persons acting for said copartnership, and was by them in 1855 conveyed to the firm of Pierre Chouteau, Jr., & Co., composed of Chouteau, Sire, Sarpy, and Sanford,
53 and also in 1857 other real property mentioned in the bill of complaint was purchased for the benefit of the copartnership.

V. That at the time of the dissolution of said copartnership it was agreed between John F. A. Sanford and the other partners *inter alia* that he, the said Sanford, should release to Chouteau all his interest in and to the assets of the copartnership except the real property in Minnesota, and that in consideration of his withdrawal from the said partnership the said Chouteau should save him, said Sanford, harmless on account of the debts of said copartnership, and should assure to him free from any debt or liability growing out of said copartnership affairs the share of him, the said Sanford, in and to said real property, lands, and town lots, being 17⅓-100th part thereof.

VI. That in pursuance of the agreement Sanford released his interest in the assets to Chouteau, except the lands and town lots, and during his lifetime Chouteau realized all the said assets.

VII. That Joseph A. Sire died in 1854, Sarpy in 1857, Sanford in 1857, and Pierre Chouteau, Jr., in 1865, all leaving heirs, devisees, and legal representatives, and there never has been any accounting of the business of the copartnership except as stated in the bill of complaint, which is referred to.

VIII. That since the death of the said Sire, Sarpy, Sanford, and Chouteau, and in the years 1866 and 1867, and since then, the defendants Charles P. Chouteau and Julia Maffitt, claiming as the heirs at law and devisees of the said P. Chouteau, Jr., to be the owners of said real property in Minnesota town lots and lands, have sold property outside of the city of St. Paul, in Minnesota, and have received large sums in money and securities, and have also sold and conveyed to various persons, including the several defendants mentioned specially in the bill of complaint as purchasers, a large amount of property situated in the city of St. Paul aforesaid, and received therefor a large amount of money and securities without the consent of the heirs or representatives of said Sanford, and without paying or tendering to them any part or portion thereof.

IX. That the amount of real property remaining unsold, which was conveyed by said Borup and Sibley to the firm of P. Chouteau, Jr., & Co., purchased for the benefit of the partnership, is large and of sufficient value to meet any and all claims made by complainant on account of the sale and conveyance of the property to the defendants named as purchasers in the bill of complaint, and admitted in the answer.

Conclusions.

By the terms of the dissolution of the copartnership of P. Chouteau, Jr., & Co., No. 2, Sanford was to retain his interest in the Minnesota real estate, being 17⅓-100th part thereof; and the complainants, as the representatives of the estate of John F. A. Sanford, are entitled:

1st. To 17⅓-100th part of all the real estate mentioned in the bill of complaint or in the schedules attached thereto, not sold to parties other than the representatives of P. Chouteau, Jr., Sarpy, and Sire.

2d. It is ordered that an account be taken of all the real estate sold since the dissolution of the firm of P. Chouteau, Jr., & Co., by the retirement of J. F. A. Sanford, to parties other than the representatives of the said partners.

3d. That in stating said account the lands and town lots sold to third parties in 1866, 1867, be valued at their present value, less improvements made by the purchasers.

4th. That in said account shall be stated the amount of all taxes paid by Charles P. Chouteau and Julia Maffitt upon the property sold at the time of the conveyance, and also the amount of taxes paid upon the property unsold to date, and such sum as may have been necessarily expended in the care and custody of the property.

5th. That after the deduction of taxes and the amount necessarily expended for management of property, and on confirmation of the master's report, it is ordered and adjudged that a decree be entered in favor of complainants, against the said defendants Charles P. Chouteau and Julia Maffitt, for the amount of 17⅓-100th part of the remainder, which shall be enforced and satisfied out of the interest of

said defendants in the real property described in the bill of complaint or schedules unsold.

56 6th. That the bill of complaint against all parties defendants, other than the representatives of P. Chouteau, Jr., Sarpy, and Sire, be dismissed, but without costs.

7th. That H. E. Mann, Esq., be, and he is hereby, appointed the master to take the account and report.

57 In the Circuit Court of the United States, District of Minnesota.

SAMUEL L. M. BARLOW, complainant,
vs.
CHARLES P. CHOUTEAU ET AL., defendants. } In equity.

Exceptions taken by all the defendants in the above-entitled action to the conclusions and findings of fact and law, and order for a decree made by the court herein.

Exception first: For that the court hath found in the third finding of fact that a large amount of real property was owned by said partnership in the Territory (now State) of Minnesota at the time of the dissolution, having been purchased with copartnership funds.

Whereas the court ought to have found that none of the real property described in the bill of complaint was ever the property of said firm, or purchased with its funds.

58 Exception second: For that the court has found, in its fourth finding of fact, that, at the time of the dissolution of said firm in 1852, the legal title to said real property was in Charles W. Borup and H. H. Sibley, persons acting for said copartnership, and were by them, in 1855, conveyed to the firm of Pierre Chouteau, Jr., & Co., composed of Chouteau, Sire, Sarpy, and Sanford, and also, in 1857, other real property mentioned in the bill of complaint was purchased for the benefit of the copartnership. Whereas the said court ought to have found that the legal title to said property was in said Sibley and Borup of their own right, not acting for said copartnership and unencumbered by any equities or trusts in favor of said copartnership; and ought to have found that the conveyances in 1855 and 1857, by said Sibley and Borup, were not to any firm, but were to P. Chouteau, Jr., solely, who thereby became vested with the legal title in his own sole right, unencumbered by any equities or trusts in favor of any other persons; and ought to have found that the firm of P. Chouteau, Jr., & Co., as it existed from and after the

59 commencement of the year 1855, was composed of P. Chouteau, Jr., John B. Sarpy, and J. A. Sire, and that said Sanford was never a member of any firm of P. Chouteau, Jr., & Co. after the dissolution in 1852; and ought to have found that said Sanford never had any interest, legal or equitable, in any assets of any firm of that name after said dissolution in 1852; and ought to have found that no real property was purchased in 1857 for the benefit of any corporation.

Exception third: For that the court has found in its fifth finding of fact that, at the time of the dissolution of said copartnership, (to wit, the firm No. 2, which was dissolved in 1852,) it was agreed between John F. A. Sanford and the other parters, *inter alia*, that he, said Sanford, should release to Chouteau all his interest in and to the assets of the copartnership, except the real property in Minnesota; and that, in consideration thereof and his withdrawal from the said partnership, the said Chouteau should save him, said Sanford, harmless on account of the debts of said partnership, and should assure to him, free from any debt or liability growing out of
60 said copartnership affairs, the share of him, the said Sanford, in and to said real property, lands, and town lots, being 17⅓-100 part thereof. Whereas the said court ought to have found that no such agreement was ever made between the said John F. A. Sanford and the other partners of the said firm; and ought to have found that the agreement was that, in consideration that said Chouteau should save said Sanford harmless on account of the debts of the said St. Louis copartnership, said Sanford would, and did then and there, transfer and release to said Chouteau all his interest, if any, in and to the said real property in Minnesota, and to all the assets of the said partnership; and ought to have found that said Chouteau never agreed to assure to said Sanford, free from any debts or otherwise, or to assure at all, any part whatever of said Minnesota lands or assets; and ought to have found that the said Chouteau expressly reserved his right to sell and dispose of, for his sole use and benefit, unencumbered by any equity or trust in favor of said Sanford, all the assets of the said partnership dissolved as aforesaid; and ought to have found as true the allegation of the defendants' answer set up in that behalf.

61 Exception fourth: For that the court has found, in its sixth finding of fact, that in pursuance of the agreement found in the fifth finding, Sanford released his interest in the assets to Chouteau in the lands and town lots, and during his said lifetime Chouteau realized all the said assets. Whereas the court ought to have found that Sanford did not release in pursuance of any such agreement; that he did release the said lands and town lots, and all the assets of said firm, to said Chouteau for his, Chouteau's, sole use and benefit, unencumbered by any trust or equity in favor of said Sanford.

Exception fifth: For that the court has found, in its seventh finding of fact, that there has never been any accounting of the business of the copartnership, except as stated in the bill of complaint.

Whereas the court ought to have found that prior to and at the dissolution of 1852, there was a full and fair accounting and understanding had and arrived at between said Sanford and the other members of said firm, and particularly between him and the
62 said Chouteau, and that, as a result of said accounting and understanding, it was agreed that the said Sanford should release to the said Chouteau all his rights and equities in all the assets of said firm, particularly in the Minnesota lands, in consideration of

which the said Chouteau agreed to save the said Sanford harmless on account of the debts of the said firm, which were then the sum of $438,176.28; that pursuant to such understanding and accounting, said Sanford did so release, and the said Chouteau did, long before the commencement of this suit, save him, the said Sanford, harmless from such debts, all of which is more particularly detailed in the answer of said defendants, to which reference is hereby made.

Exception sixth: For that the court has found, in its eighth finding of fact, "that since the death of the said Sire, Sarpy, Sanford, and Chouteau, and in the years 1866 and 1867, and since then, the defendants Charles P. Chouteau and Julia Maffitt, claiming, as the heirs at law and devisees of the said P. Chouteau, Jr., to be
63 the owners of said real property in Minnesota, town lots and lands, have sold property, outside of the city of St. Paul, in Minnesota, and have realized large sums of money and securities, and have also sold and conveyed to various persons, including the several defendants mentioned specially in the bill of complaint as purchasers, a large amount of property situated in the city of St. Paul aforesaid, and received therefor a large amount of money and securities without the consent of the heirs or representatives of said Sanford, and without paying or tendering to them any part or portion thereof."

Whereas the court should have found that the acts of the said Charles P. Chouteau and Julia Maffitt therein found were with the knowledge and consent of all the heirs and representatives of the said Sanford.

Exception seventh: For that the court ought to have found that the title to the real estate, described in the bill of complaint,
64 was vested in P. Chouteau, Jr., as his own sole property, unencumbered with any rights or equities in said Sanford, with the knowledge and consent of said Sanford and of all the other members of said firm; and that the understanding was that the said Sanford retired from said firm, and surrendered all his interests in its assets in consideration of the agreement that he should be saved harmless from its debts, which agreement was fully performed long before the commencement of this action; that it ought to have found that the firm, which was dissolved in 1852, never had any interest, legal or equitable, in any lands situated in the State of Minnesota; that it ought to have found that all the matters in controversy in this action were, long before the commencement thereof, settled by accord and satisfaction between said Chouteau and said Sanford and his heirs and representatives; and that said Sanford, his heirs and representatives, did, long before the commencement of this action, receive full satisfaction for all the claims sought to be enforced
65 in this suit.

Exception eighth: For that the court has found, as a conclusion of law and fact, that by the terms of the dissolution of the copartnership of Pierre Chouteau, Jr., & Co., No. 2, Sanford was to retain his interest in the Minnesota real estate. Whereas it ought to

have found that, by the terms of that dissolution, Sanford was not to retain any interest in any asset of the said firm, but was to surrender and release them all, free and clear of any right or equity thereto in him, the said Sanford.

Exception ninth: For that the court has found, as a conclusion of law, that the complainants are entitled to 17⅓-100 part of all the real property mentioned in the bill of complaint, or in the schedule attached thereto, not sold to parties other than the representatives of P. Chouteau, Jr., Sarpy, and Sire. Whereas the court ought to
66 have found that the complainants are entitled to no part of such real property.

Exception tenth: For that the court has ordered that an account be taken of all the real estate sold since the dissolution of the firm of P. Chouteau, Jr., & Co., by the retirement of J. F. A. Sanford, to parties other than the representatives of the said partners. Whereas the court ought to have refused to order any account, and ought to have dismissed the bill of complaint.

Exception eleventh: For that the court has ordered that, in stating said account, the lands and town lots sold to third parties in 1866 and 1867 be valued at their present value, less improvements made by the purchasers. Whereas the court ought to have ordered (if any order for an accounting is held valid) such property to be valid as of the time of its sale.

67 Exception twelfth: For that the court has ordered "that after the deduction of the taxes, and the amount necessarily expended for management of the property, and on confirmation of the master's report, it is ordered and adjudged that a decree be entered in favor of the complainants, against the said defendants Charles P. Chouteau and Julia Maffitt, for the amount of 17⅓-100 part of the remainder, which shall be enforced and satisfied out of the interest of said defendants in the real property described in the bill of complaint or schedules unsold." Whereas it ought to have ordered and adjudged that a decree be entered dismissing the bill for want of equity, for want of proof, and because the same is barred by the statute of limitations, and by the laches of said Sanford and the complainants, and for other reasons apparent in the bill of complaint, and in the testimony and in the foregoing exceptions.

Exception thirteenth: For that the court has ordered "that
68 the bill of complaint against all parties defendant other than the representatives of P. Chouteau, Jr., Sarpy, and Sire be dismissed, but without costs." Whereas it should have ordered as to all the parties defendant, against whom it is ordered the bill be dismissed, that they have judgment for costs.

Exception fourteenth: That the relief granted is inconsistent with and is not covered by the relief prayed for in the bill of complaint; that there is no proof that any of the property described in the bill of complaint was ever, in law or equity, the property of said firm of P. Chouteau, Jr., & Co., dissolved in 1852, of which said Sanford was a partner; that the proof of the alleged contract, set

out in the bill of complaint, is too vague and insufficient to warrant a decree for a specific performance; that the same is too indefinite in its terms to warrant such a decree; that the same is not proved; that all and singular the conclusions and directions to which exception has been taken are contrary to the evidence, law, and
69 equity; and the defendants hereby except to all and singular the conclusions of fact and law, upon the ground that each and all of them is unwarranted by the law and practice of this court.

C. K. DAVIS,
R. B. GALUSHA,
Sol'rs and of Counsel for Defendants.

All and singular the above exceptions are hereby overruled.
Dated Aug. 13, 1878.

R. R. NELSON, *Judge.*

The defendants except to the above order overruling exceptions, as to each and every exception overruled.

DAVIS, O'BRIEN & WILSON,
Sol'rs for Def'ts.

(Indorsed:) U. S. Circuit Court, district of Minnesota; Sam'l L. M. Barlow vs. Chas. P. Chouteau et al.; exceptions; service admitted August 5th, 1878; Gilman & Clough, solicitors for pl'ffs; filed Aug. 5, 1878; H. E. Mann, clerk; C. K. Davis, R. B. Galusha, sol'rs & of counsel for defts.

70 United States Circuit Court, District of Minnesota.

S. L. M. BARLOW et al.
vs.
CHARLES P. CHOUTEAU et al.

MAY 2, 1879.—The parties appeared before me, and H. L. Fairchild, being first duly sworn, deposes and says: I live in city of St. Paul; have for nearly 22 years; am a real estate agent and auctioneer located at St. Paul; have been in business of buying and selling real estate 14 of those years, 8 of the last past.

(Witness shown a paper marked Exhibit "A," H. L. Fairchild.) All the writing and figures which are in ink on that exhibit are mine. This list shows the valuation which I put on the property described therein—the naked property, without improvements. The first row of figures, headed by the No. $12,000, shows my estimate of the value on January 1, 1876. The other row of figures, headed by the No. $10,000, shows the value I placed on this property in August, 1878.

71 I think I made that paper in the summer of 1878, in August or September. Before I made that list I made myself acquainted with the peculiarities of each parcel of that property by a personal inspection as far as I could, except a little which lay out-

side of the city. I made a special map of the district of the city in which the most of it is embraced, and marked on that improvements made and other matters as land-marks, and went over and revised several times the list before making this final one. I gave it considerable attention for several weeks. In my opinion those estimates are just and true estimates of the value of the property at those dates, with one exception. The North half (½) of North-East quarter of Section No. 10, Township No. 28, Range No. 22, I valued at $3,200 for each period. I afterwards, on conversation with persons in the neighborhood, changed my judgment, and would place it at one-half I did then. (Exhibit "A" offered in evidence; objected to as incompetent, irrelevant, and immaterial.)

There was no material variation in the value of the property in the years 1876 and 1878, except that it would be a little less in the latter part of each year. The very darkest hour was during the latter part of 1878. In 1879 property is selling a shade better; in some localities considerably.

72 (Same objection as above to last evidence.)

Cross-examination.

I was acquainted with this property in 1866 and 1867, but was not as familiar with the values then as since. Between these dates and 1876 there have been a good many improvements made in the vicinity of the great body of this property lying south of Fifth street in Kittson's addition, and in the vicinity of that in St. Paul proper, Whitney and Smith's addition, Ramsey's addition, and Bazille and Guerin's addition, and considerable improvement on the property itself.

In making my estimate, I took the property as I remembered it to be in 1876 and 1878. I included no in my estimate of the property. I did not take into consideration any cutting, grading or filling in my estimate, but estimated them as they now are in this respect.

H. L. FAIRCHILD.

T. M. Metcalf, being first duly sworn, deposes and says: I live in Saint Paul; I have lived here 25 years; am a dealer in real estate; have been for twenty last past, more or less. (Witness is shown Exhibit "A," and is asked if he made the column of figures in

73 pencil marks.) I think I made these under my name there, also those under the word "assessors"; I think I made them last fall. The first column is intended to represent my estimate of the value of the property in 1878. I went onto each lot and examined each piece of property before I made the estimate. That estimate excluded improvements. It was just the naked ground that I estimated. In my opinion that was a fair valuation of the property in 1878. It was my best judgment in the matter. I don't think there was any change in the value in 1878; if anything, it was a little harder at that time, but the variation was so slight as hardly to be perceptible. There was very little change in the value of the prop-

property and with property generally in the city in 1876. There was little or no difference in values in the years 1876 and 1878.

R. W. JOHNSON.

Adjourned until August 12, 2 P. M., 1879.

AUGUST 12, 1879.—The parties appeared by their solicitors, and adjourned by consent to August 13 at 2 o'clock P. M.

AUGUST 13, 1879.—Parties appeared—W. P. Clough for plaintiffs and R. B. Galusha for defendants—and plaintiffs submitted an agreed statement and valuation of lots in St. Anthony, which is marked Exhibit "A" of August 13, 1879.

The assessors' valuation—that of Messrs. Fairchild, Metcalf, Johnson, and Prince—are put in one table and attached to master's report.

79 SAINT LOUIS, *August 5th*, 1857.

DR. Jno. S. Prince Dr.

To sales of property in Minnesota, in hands of Prince. Amount received by him for moneys due prior to Sep. 1, 1855, and for sales of property $13,525 91

SAINT LOUIS, *January 1st*, 1858.

J. S. Prince, sales ac't. Dr.

To sales of property in Minnesota, rec'd by him for his accounts, to Dec. 31, 1857:		
Freeborn's note, $467.74; sale of old engine, $250.....	$717 74	
St. Paul outfit, 60c.; rec'd from Franklin Steele $249.97.	250 57	
Balance ac't, Kittson's addition, $19,423.83; do. St. Anthony prop'ty, $3,691.31	23,115 14	
Balance Como property, $590.42; Sauk Rapids, $1,627.99	2,218 41	
Balance due on St. Paul property	249 65	
" " brick building.....	342 70	
" " Chilson House.....	153 89	
" sale of Ramsey House	8,750 00	
		35,798 10

SAINT LOUIS, *January 1st*, 1859.

J. S. Prince, sales property. Dr.

To sales property in Minnesota of his accounts to 31 December, 1858. Rec'd from Van Etten, collected for perfecting title block 2.....	$88 50	
Rec'd from estate Sloan.....	252 24	
Balance due on ac't Miss Boone.....	146 02	
" " Corner property.....	1,758 99	
" " Kittson's addition.....	3,745 05	
" " brick building	1,121 01	
" " Central House.....	119 90	
" " St. Paul property.....	590 54	
" " St. Paul foundry.....	100 00	
" " Chilson House.....	90 00	
" " Farm between St. Paul and St. A.	1,600 00	
" " Sauk Rapids property.....	400 00	
" " Saint Anthony property.....	959 83	
		$10,972 08

80 SAINT LOUIS, *January* 16, 1860.

J. S. Prince, sales ac't. Dr. To sundries.

To expenses in Minnesota:		
Received by him interest on loan to Chute		$300 00
To sales property in Minnesota:		
Balance due on Boone ac't	$534 73	
" " Coma property	1,188 82	
" " brick building	1,501 16	
" " St. Paul property	307 48	
" " Chilson's building	132 00	
		$3,664 19

SAINT LOUIS, *December*, 1860.

J. S. Prince, sales ac't. Dr.

To sales of property in Minnesota; his accounts to 31 December:		
Balance due on Miss Boone ac't	$1,073 14	
" " Chouteau Block	84 76	
" " Chillson's buildings	70 00	
" " St. Paul property	7 58	
" " Eighth St. Cottage	319 35	
" " Como property	895 65	
" " brick building	1,045 14	
" " Sauk Rapids property	20 86	
		$3,516 48

SAINT LOUIS, *March*, 1862.

J. S. Prince, sales ac't. Dr.

To sales property in Minnesota for his ac't to 31 Dec., 1861:		
Miss Boone	$828 22	
Brick building	705 96	
Chouteau block	373 54	
Eighth St. Cottage	233 75	
Sauk Rapids property	25 93	
		$2,167 40

81 SAINT LOUIS, *February 5th*, 1858.

CR. Sales property in Minnesota Dr.

To J. S. Prince, sales ac't, for his accounts to 31 December, 1857, viz.:		
Amount credited in his accounts to 31 Dec., 1856, rec'd out of debts due prior to 1st Sept., 1855, this amount having been due to the parties for labor & supplies to mill	$1,534 60	
P'd by him for sundry small items	95 75	
For perfecting title to block 2, Saint Paul	304 03	
Exchange on remittance of $5,000	38 50	
Balance of payments over receipts on Boone ac't	554 56	
Balance of payments over receipts on Central House	196 33	
Balance of payments over receipts on farm Pig's Eye	10 86	
Balance of payments over receipts between St. Paul & St. Anthony	47 35	
Balance of payments over block 2, St. Paul	715 67	
Balance of payments over farm above St. Anthony	37 90	
Balance of payments over Ramsey House	292 77	
Balance expenses at St. Paul	3,053 99	
		$6,882 31

SAINT LOUIS, *January* 1*st*, 1859.

Sundries, Dr.

To J. S. Prince, sales property for his ac't to 31 December, 1858:			
Expenses Minnesota O.	P'd Van Etten legal services.	$861 17	
	" advertising	35 17	
	" recording deed of ap't	3 00	
	" advertising settlement with Borup	4 00	
	" recording	1 25	
			$904 59
Sales property in Minn.	P'd judg't aga'st Dr. Borup.	$245 00	
	Balance or ac't block 2	199 73	
	" Ramsey House	24 60	
	" Chouteau Block	6,498 66	
	" Eighth street Cottage	2,580 91	
	" real estate	300 00	
	" farm at Pig's Eye.	47 47	
Chouteau, Harrison & Valle, due by them		58 10	
P. Chouteau, Jr., & Co., received by them from G. Franchen ac't sales. Farm to him between St. Paul and St. Anthony. Cash & note		2,602 18	
Expenses Minneapolis O: Amount of his expense ac't		3,745 14	
			$16,301 79

82 SAINT LOUIS, *December* 31, 1859.

CR. Sundries Dr.

To J. S. Prince, sales ac't. Expenses Minnesota, his ac't to 31 Dec., 1859:			
Forbes & Kittson, rafting logs, Lake Pepin		$3 50	
Exchange on remittance, $1,128		19 74	
Am't of Prince's expense ac't, including his salary		3,908 77	
Sales of property in Minnesota:			$3,932 01
P'd Rodney Parker judg't ag'st P. C., Jr., & Co		$821 62	
Balance due on Eighth street cottage		234 34	
			$1,055 96
Balance due on Kittson's addition		2,452 89	
" "	Chouteau Block	3,080 86	
" "	Central House	971 49	
" "	block 2, St. Paul	321 95	
" "	St. Anthony property	407 52	
" "	Sauk Rapids property	30 97	
" "	farm at Pig's Eye	30 10	
" "	farm above St. Anthony	20 00	
			$8,371 74

SAINT LOUIS, *December*, 1860.

Sales property in Minnesota. Dr.

To J. S. Prince sales ac't. Balance due per his ac't to Dec. 31, 1860:			
Exemplification of judgment		$6 75	
Balance due on ac't Kittson's addition		3,904 75	
" " "	Central House	540 50	
" " "	block No. 2, St. Paul	17 62	
" " "	St. Anthony property	190 91	
" " "	farm above St. Anthony	8 00	
" " "	farm at Pig's Eye	12 21	
" " "	lots in Belle Plain	1,274 50	
" " "	expense ac't	3,872 30	
			$9,827 54

83 SAINT LOUIS, *March*, 1862.

CR. Sales property in Minnesota. Dr.

To J. S. Prince, sales ac't. Balance due on the following property of his ac't to 31 Dec., 1861:		
Van Etten, lawyers' fees from Feb., '59, to Sep., '61	$294 60	
Kittson's addition	1,272 97	
Corner property	164 06	
Stone building	12,936 33	
Pioneer building	2,444 33	
Davis House	802 00	
Central House	161 67	
St. Paul property	190 74	
Block 2, St. Paul	58 77	
St. Anthony property	187 51	
Farm at Pig's Eye	15 88	
Lots on Belle Plain	9 65	
Expense ac't	3,752 41	
		$22,290 92

84 *John S. Prince, Agt., in acc't*

85 DR. CHAS. P. CHOUTEAU.

1870.					
May	2.	To Bill of lumber and repairs, No. 16 Jackson st.		$20 73	
June	27.	" 2 ps. 2x4 12—56—16	90		
		" 40 ft. flooring, 28	1 12		
		" 75 ft. dry boards, 18	1 35		
		" 2 days' work, 2½	5 00		
		" 60 ft. 1-in. plank, 2½	1 50		
		" 4 ps. 2x6 1—24, 3	72—	10 58	
July	31.	Beaupre & Kelley's bill of lumber and labor for repairs on old store of B. & K., erroneously ch'g'd		10 10	
Sept.	20.	Insurance premium one year on Prince's block, No. 11 & 16		135 00	
Oct.	17.	1600 ft. 2x6, 8 600 ft. 4x6 Lu'ber and nails, 100 ft. @ 50 — For lots 1 & 2, B 12, Kittson's Addition.		50 00	
Oct.	18.	To 1600 2x6 " 600 4x6 = 100 ft. @ 50 " 20 short blocks — Lots 6 & 7, B 3, Kittson's Addition		50 00	
		" 46—2x4—16, 490. " 52 ft. @ 70 — For Stone B'ld'g		36 40	
Oct.	31.	" Side-walk tax of 1869, L 5 & 6, B 23		60 00	
Nov.	26.	" Paid T. Grace for gutter on Jackson st.		39 75	
Dec.	2.	" Cleaning snow in March, '70		4 00	
Dec.	31.	" Comm. 5 per cent. on $520.71		26 04	
		" Tax of 1870 on property		2,072 52	
		" Central House to bal. account		131 03	
		Balance down		1,320 56	
					$3,966 72
1871.					
Feb'y	11.	To Sarpy heirs' draft on Louis V. Bogy	$379 47		
		" R. W. Sire draft on J. H. Cone. 158 11—		537 58	
		" Transf. to P. Chouteau, Jr., & Co		1,032 98	
		Balance down		58 35	
					$1,628 91

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Mar.	31.	To rev. stamps on deed to Roberts		$1 00	
Apr.	26.	" Insurance prem. on Central House		75 00	
	26.	" Bill of lumber for repairs Chouteau block.		13 81	
	30.	" Com. 5 per cent. on $1,290.30		64 51	
	30.	" Exchange on draft sent		2 91	
May	1.	" 10 fence posts 15 cts	$1 50		
		" 10 ps. 2x4—16=110, 16	1 76		
		" 360 ft. com. flooring, 2½	9 00		
		" 8 ps. 1x12—16=128, 3½	4 48		
		" 20 fence posts, 15	3 00		
		" 10 ps. 2x4—16=110, 16	1 76		
		" 6 ps. 1x8—16=84, 3½ dres'd	2 24		
		" 400 ft. flooring, 2½	10 00		
		" 41,000 shingles	164 00		
		— Chouteau block.		197 74	
	4.	" Labor on store 14 Prince's block		8 75	
	9.	" Bill of lumber for store 14 Prince's block.		27 96	
		" Paid for hoisting machine 14 Prince's block		310 00	

with Chas. P. Chouteau.

86 P. CHOUTEAU. CR.

1870.					
June	1.	By rent, Castner & McCauley		$97 26	
Aug.	1.	" " " "		58 35	
	31.	" " " "		58 35	
Sept.	1.	" " " "		58 35	
Oct.	1.	" " " "		58 35	
Nov.	1.	" " " "		58 35	
Dec.	1.	" " " "		58 35	
	15.	" " Allen & Bishop office		15 00	
	31.	" " Castner & McCauley		58 35	
	31.	" Chouteau block	$239 40		
	31.	" Central House	469 35		
	31.	" Bailey House	145 80		
	31.	" Brick building	469 35		
		All for taxes of 1870.		1,323 90	
	31.	" Chouteau block	$497 30		
	31.	" Brick building	940 25		
	31.	" Brick house	684 56		
	31.	" These amounts to bal. account		2,122 11	
					$3,966 72
		Balance down		$1,320 56	
Feb.	28.	" Interest on Mrs. Sire's note January 22		250 00	
	1.	" Rent Castner & McCauley		58 35	
					$1,628 91

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1871.					
March	1.	By balance down		$58 35	
		" Rent Castner & McCauley		58 35	
April	1.	" " " "		58 35	
		" Chouteau block to bal. account	$279 55		
		" Brick building	348 25		
		" Bailey House	247 90		
		" Central House	180 00		
				1,055 70	
	30.	" Rent Bailey House		41 65	
		" Mrs. Doble, 1 mo. rent	$90 00		
		" Mrs. Thurston, 1 mo. rent	33 35		
		" Geo. Palmer, 1 mo. rent	50 00		
		" Louis Roberts on account of pt. lot 5, B. 30, St. Paul proper	500 00	673 35	
		" S. Newel 3 mos. rent		50 00	
May	31.	" Castner & McCauley, 1 mo. rent	$58 35		
		" Parker Paine, 3 mos. rent	100 00		
		" Geo. Pulford, 1 mo. rent	60 00		

John S. Prince, Agt., in acc't

DR. CHAS. P. CHOUTEAU.

1871.					
May	31.	To Ex. on New York to bal. to April 1, 1871.		$1,165	24
		" Glazing store 14 Prince's block....	$12 00		
		" Beck & Co. bill Chouteau..	1 00		
		" This amount paid April 26, '71....	500 00		
		" Draft on St. Louis.....	758 10		
		" Exchange on same.....	1 90		
		" Com. 5 per cent. on $800.....	40 00		
		" Prendergast Bros. bill Chouteau block	38 56		
		" Mather's bill Chouteau block	25 85—	1,377	35
		" Jno. Keating in pt. payment painting Bailey House.....		50	00
June	5.	" Lumber for store No. 14 Prince's block...		3	18
		" Repairs for store No. 14 Prince's block ..		13	21
	24.	" Repairs for store No. 14 Prince's block...		31	50
June	5.	" Painting front of stores 14 and 16.....		59	30
		" Painting Chouteau block.....	$60 70		
89		" Painting Bailey House.....	259 40—	320	10
		" One mo. rent from Boydon, June 3, erroneously credited.....	33 35		
		" Over credit from Mrs. Thurston, May 29, 1871	1 34—	34	69
July	12.	" Work in store No. 14 Prince's block, in 1870.....	33 58		
		" Work in store No. 14 Prince's block, in January, 1871.....	50 00		
		" Work on Chouteau block roof and fences	191 89		
		" Work on Bailey House.....	9 97—	285	44
		" Com. 5 per cent. on $1,576.61 to July 1, 1871.....		78	83
		" Pd. C. P. Chouteau to bal. acc't to July 1, 1871.....		71	28
		" Exchange on draft,.....		25	00
					$4,192 05

July	20.	" Making deed to Miss Gill.....		$1 00
Sept.	6.	" Frank Donnelly, work on Bailey House.....	$1 75	
		" Frank Donnelly, work on Chouteau block.....	5 25—	7 00
	30.	" Ins. prem. 1 year Prince's block.....		101 25
		" " " " Chouteau block.....		50 00
		" Lumber and materials Bailey House fence.		7 30
		" " for Central House.....		83
		" Prendergast Bro's bill repairs roof 14 and 16 Jackson street.....		77 96
		" Julia Maffit, 1 mo. each from Hoffman & Boyden, erroneously credited		66 66
91		" Com. 5 per cent. on $1,602.44 per report to Oct. 1, 1871.		80 12

with Chas. P. Chouteau.—(continued.)

CHAS. P. CHOUTEAU. CR.

1871.					
May	31.	By Bailey House, 1 mo. rent	$41 65		
		" Hamilton, 1 mo. rent	41 68		
		" Galusha, 3 mos. rent	50 00		
		" Mrs. Doble, 4 houses, 1 mo. rent.	120 00		
		" Louis Roberts, lot 5, B. 30, St. Paul proper	800 00		
		" Geo. Palmer, 1 mo. Rent	50 00		
		" Mrs. Thurston, 1 mo. rent	34 70		
				$1,356 35	
June	30.	" Dr. Flagg, 1 mo. rent	$41 65		
		" McCauley & Castner, 1 mo. rent.	83 33		
		" Geo. Pulford, 1 mo. rent	60 00		
		" Geo. W. Armstrong, 1 mo. rent.	50 00		
		" J. C. Bogan, 1 mo rent	33 35		
		" Hamilton, 1 mo. rent	41 65		
				309 98	
90		" Mrs. Doble, 1 mo. rent	$120 00		
		" Mrs. Thurston, 1 mo. rent	33 35		
		" Geo. Palmes, 1 mo. rent	50 00—	203 35	
		" Cash pd. John Keating, May 27, 1871		50 00	
July	31.	" Dr. Flagg, 1 mo. rent	$41 65		
		" McCauley & Castner, 1 mo. rent.	83 35		
		" Geo. Pulford, 1 mo. rent.	60 00		
		" S. Newel, 3 mos. rent	50 00		
		" Geo. A. Hamilton, 1 mo. rent	41 65—	276 62	
					$4,192 05
1871.					
July	20.	" Mrs. Thurston, 1 mo. rent	$33 35		
		" Mrs. Doble, 1 mo. rent	120 00—	$153 35	
	22.	" Geo. Palmes, 1 mo. rent		50 00	
Aug.	31.	" Dr. Flagg, 1 mo. rent	$41 65		
		" Geo. Pulford, 1 mo. rent	60 00		
		" Parker Paine, 3 mos. rent	100 00—	201 65	
		" R. B. Galusha, 3 mos. rent		50 00	
		" Geo. A. Hamilton, 1 mo. rent		41 65	
		" Mrs. Doble, 1 mo. rent	$120 00		
		" J. B. Hoxie, 1 mo. rent	62 50—	182 50	
		" Thurston, 1 mo. rent		33 35	
		" Geo. Palmes, 1 mo. rent		50 00	
Sept.	30.	" McCauley & Castner, 1 mo. rent.	$83 33		
		" J. B. Hoxie, Jr., 1 mo. rent	62 50		
		" F. J. Hoffman, 1 mo. rent	33 33—	179 16	
92		" J. B. Boyden, 1 mo. rent	33 33		
		" Geo. Palmes, 1 mo. rent	60 00		
		" James Flagg, 1 mo. rent	41 65—	134 98	
		" Armstrong, 3 mos. rent		50 00	
		" Thurston, 1 mo. rent		41 65	
		" Mrs. Doble, 1 mo. rent		120 00	
		" Palmes, 1 mo. rent		50 00	

John S. Prince, Agt., in acc't

DR. CHAS. P. CHOUTEAU.

1871.				
Sept.	30.	To Exchange on draft	$3 20	
Oct.	31.	" Draft this day to bal. to Oct. 1, 1871	1,273 78	
				$1,669 10
Oct.	31.	To Prem. $3,000 on Bailey House in L. & L. G.	$30 00	
		" Prem. $2,500 on brick building, L. L. & G	50 00	
		" Prem. $2,000 on Chouteau block	50 00	
		" Prem. $1,250 on Central House	37 50	
		" " $1,000 on Chouteau block	25 00	
				$192 50
		" " on stores 14 and 16 Prince's block.		101 25
Nov.	8.	" Lumber for Central House fence		7 13
	23.	" Prem. on $2,000 Chouteau block, in Fireman's		50 00
Dec.	15.	" Prem. $2,000, Chouteau block		50 00
	31.	" One bill acc't paid for to Mrs. Doble	$2 50	
		" Beck & Runk's bill, store 16	4 46	
		" Prendergast Bro's bill pd	2 50	
				9 40

93

1872.				
Jan'y	31.	To Repairs on Chouteau block	$14 15	
		" Com. 5 per cent. on $1,860.73	93 04	
Feb'y	29.	" Tax receipt of 1871, Ramsey county, paid	2,172 46	
		Balance down	245 08	
				$2,935 01

with Chas. P. Chouteau—(continued.)

CHAS. P. CHOUTEAU. CR.

1871.				
Oct. 31.	By McCauley & Castner, 1 mo. rent		$83 33	
	" J. B. Hoxie, Jr., 1 mo. rent		62 50	
	" Geo. Pulford, 1 mo. rent		60 00	
	" James Flagg, 1 mo. rent		41 65	
	" Castner & McC. This am't to bal. acc't for rent in Aug	$31 44		
	" P. Hefferman. This am't to bal. bill in Aug	51 89—	83 33	
				$1,669 10
Oct. 31.	By Thurston, 1 mo. rent, to Aug. 20, 1871		33 35	
	" Newel, 3 mo. rent		50 00	
	" Hamilton, 1 mo. rent		41 65	
	" Thurston, 1 mo. rent		33 35	
	" R. B. Galusha, 3 mo. rent		50 00	
	" Mrs. Doble, 1 mo. rent		120 00	
	" Palmes, 1 mo. rent		50 00—	$378 35
Nov. 30.	" Castner & McCauley		83 35	
	" J. B. Hoxie, 1 mo. rent		62 50	
	" Parker Paine, 3 mo. rent		100 00	
	" Geo. Pulford, 1 mo. rent		60 00	
	" Sam'l Flagg, 1 mo. rent		41 65	
	" Thurston, 1 mo. rent		33 35	
	" Mrs. Doble, 1 mo. rent		120 00	
	" Geo. A. Hamilton, 1 mo. rent		41 65	
94				920 85
	" Palmes, 1 mo. rent		50 00	
Dec. 31.	" Armstrong, 3 mo. rent		50 00	
	" Pulford, 1 mo. rent		60 00	
	" Sam'l Flagg, 1 mo. rent		41 65	
	" McCauley & Co., 1 mo. rent		83 33	
	" J. B. Hoxie, 1 mo. rent		62 50	
	" Hamilton, 1 mo. rent		41 65	
	" Mrs. Thurston, 1 mo. rent		33 35	
	" Mrs. Doble, 1 mo. rent		120 00	
	" Geo. Palmes, 1 mo. rent		50 00	
	" McCauley & Castner, 1 mo. rent		83 33	
	" J. B. Hoxie, 1 mo. rent		52 50	
	" Geo. Pulford, 1 mo. rent		60 00	
	" Dr. Flagg, 1 mo. rent		41 65	
	" S. Newel, 3 mo. rent		50 00	
	" R. B. Galusha, 3 mo. rent		50 00	
	" Prem. on $2,000 ins., Chouteau, ch'd twice		50 00	
1872.				
Jan'y 31.	By Thurston, 1 mo. rent		33 35	
	" Mrs. Doble, 1 mo. rent		120 00	
	" Geo. A. Hamilton, 1 mo. rent		41 65	
	" Geo. Palmes, 1 mo. rent		50 00	
	" P. Chouteau, Jr., & Co., to bal. acc't		779 20	
				$2,935 01
1872.				
	By balance down			$245 08
Jan'y 31.	By McCauley & Castner, 1 mo. rent		$83 33	
	" B. Hoxie, Jr., 1 mo. rent		62 50	
	" Parker Paine, 3 mo. rent		100 00	
	" Pulford-Hamilton, 1 mo. rent		41 65	
	" Dr. Flagg, 1 mo. rent		41 65	
				329 1
	Forward			$574 21

John S. Prince, Agt., in acc't

95 DR. CHAS. P. CHOUTEAU.

1872.				
Feb'y 27.	To	Cleaning snow off roofs of stores	$2 20	
April 15.	"	5 per cent. com. on $1,666.83	83 34	
30.	"	Cleaning vault in Bailey House	12 00	
	"	Draft on St. Louis	1,577 34	
	"	Exchange on draft	4 03	

97 —— $1,678 91

1872.				
	To	Balance down	$12 00—	$12 00
May 9.	"	Cleaning around Central House, ½ day	2 00—	2 00
31.	"	P'd Prendergast Bros. for pump and rope in Bailey House	11 00	
	"	Papering office	6 00—	17 00
	"	320 ft. 2d flooring, @ 32	10 25	
	"	Hauling same	50—	10 75
Jan'y 1.	"	For side-walk in front of brick building 3d and Main sts., excavating, material, and laying 111½ ft., @ $1.77 per foot	197 06	
		Less 27½ ft. paid by Williams	48 67—	148 39
10.	"	Hauling 1 load to Chouteau block	50	
	"	350 ft. 2d flooring, @ 32	11 20	
	"	80 ft. siding, @ 26	2 08	
	"	6 ps. 2x6—16 @ 16	1 54	
	"	200 ft. com. boards, @ 17	3 40	
	"	Hauling 1 load	50—	19 22
30.	"	John Mathies' bill Chouteau block	45 72	
	"	" " " for office	8 15—	53 87
	"	Woolsey & Co., bill for Bailey House	127 11	
	"	Laborers 3 days on side-walk in front of brick building	6 00	
	"	Stamp on deed to Heinrich	50	
	"	Schending's bill for cleaning in Bailey House	18 25	
	"	Prendergast's bill for st'k, Bailey House.	10 00	
	"	Bill of paint for Chouteau block	159 25	

with Chas. P. Chouteau—(continued.)

96 CHAS. P. CHOUTEAU. CR.

1872.		Forward		$574 21
Feb'y 29.	By	Pulford, 1 mo. rent	$60 00	
	"	Mrs. Doble, 1 mo. rent	120 00	
	"	C. B. Thurston, 1 mo. rent	33 35	
M'ch 31.	"	McCauley & Castner, 1 mo. rent	83 33	
	"	J. B. Hoxie, 1 mo. rent	62 50	
	"	G. W. Armstrong, 1 mo. rent	50 00	
	"	Geo. Palmes, 1 mo. rent	50 00	
	"	Pulford, 1 mo. rent	60 00	
	"	Sam'l Flagg, 1 mo. rent	41 65	
	"	Geo. W. Hamilton, 1 mo. rent	41 65	
	"	Mrs. Doble, 1 mo. rent	120 00	
	"	No. Am. Ins. Co. ret. premium on Central House	15 30	
	"	No. Am. Ins. Co. ret. premium on Prince's block	15 99	
	"	E. Hammack, 1 mo. rent of E. ½ B. 13, Kittson's addition, to May 1, 1871	8 30	
	"	Palmes, 1 mo. rent	50 00	
	"	C. B. Thurston, 1 mo. rent	33 35	
	"	McCauley & Castner, 1 mo. rent	83 33	
	"	J. B. Hoxie, 1 mo. rent	62 50	
	"	Geo. Pulford, 1 mo. rent	60 00	
	"	Dr. Flagg, 1 mo. rent	41 65	
		Balance down	12 00	
				1,104 70
				$1,678 91
1872.				
April 30.	By	Hamilton, 1 mo. rent	$41 65	
	"	S. Newel, 3 mo. rent	50 00	
	"	Mrs. Doble, 1 mo. rent	120 00	
	"	R. B. Galusha, 3 mo. rent	50 00	
98	"	Mrs. Thurston, 1 mo. rent	33 35	
	"	Heinrich, 1 mo. rent	8 35—	$303 35
May 31.	"	Geo. Palmes, 1 mo. rent	50 00	
	"	McCauley & Castner, 1 mo. rent	83 33	
	"	J. B. Hoxie, 1 mo. rent	62 50	
	"	P. Paine, 3 mo. rent	100 00	
	"	Dr. Flagg, 1 mo. rent	41 65	
	"	Geo. Pulford, 1 mo. rent	60 00	
	"	Geo. W. Hamilton, 1 mo. rent	41 65	
	"	Mrs. Doble, 1 mo. rent	120 00	
	"	Geo. Palmes, 1 mo. rent	50 00—	609 13
June 14.	"	Labor of men excavating for side-walk, ch'd him in cash book and in lumber acc't, June 4, 1872	6 00—	6 00
July 1.	"	McCauley & Castner, 1 mo. rent	83 35	
	"	J. B. Hoxie & Co., 1 mo. rent	62 50	
	"	Geo. W. Armstrong, 3 mo. rent	50 00	
	"	Sam'l Flagg, 1 mo. rent	41 65	
	"	E. Heinrich, 1 mo. rent	8 35—	245 85
	"	Pulford, 1 mo. rent	60 00	
	"	C. B. Thurston, 1 mo. rent	33 35	
	"	Hamilton, 1 mo. rent	41 65	
	"	Mrs. Doble, 1 mo. rent	120 00	
	"	Thurston, 1 mo. rent	33 35	

John S. Prince, Agt., in acc't

DR. CHAS. P. CHOUTEAU.

1872.					
Jan'y 30.	To	Cullen's bill for plastering brick building.		$45 23	
May 15.	"	Com. 5 per cent. $1,710.84		85 56	
	"	M. Fetsch for making drain Chouteau block		6 00	
	"	Labor in painting Chouteau block		150 00	
	"	Draft on St. Louis		843 60	
	"	Exchange on draft		2 11	
					$1,453 63
99					$1,716 86
1872.					
July 6.	To	Madden's bill Chouteau block		$2 80	
Aug. 16.	"	For lumber for drain pipe for Chouteau block to 8th st		5 08	
31.	"	Thurston, for repairs gate		1 75	
Sept. 19.	"	Ins. prem. in Fire & Marine on stores		33 75	
26.	"	21 ps. 2x4—18=252, @ 16		4 03	
	"	550 14-ft. boards, @ 15		8 25	
	"	Hauling 1 load		50	
	"	500 ft. com. boards, @ 16		8 00	
	"	Hauling 1 load		50	
30.	"	10 ps. 2x4—16=107, @ 16		1 71	
	"	Whitewashing Chouteau block, E. house.		8 00	
	"	Cleaning and whitewashing kitchen, 1 house, Chouteau block		2 50	
	"	Papering and painting on Chouteau block		13 50	
Oct. 19.	"	5 per cent. com. on $1,804.93		90 25	
	"	Draft on St. Louis		1,580 60	
	"	Exchange on draft		3 95	
		Balance down		03	
101					$1,804 95
1872.					
Oct. 31.	To	Ins. on Chouteau block, $5,000	$125 00		
	"	" " Bailey House, $3,000	30 00		
	"	" " brick building, $2,500	50 00		
	"	" " Central House, $2,500	75 00—		$280 00
2.	"	500 shingles, Chouteau block, @ 4	2 00		
	"	200 ft. com. boards, @ 16	3 20		
	"	Hauling	50—		5 70
15.	"	24,000 shingles, @ 3½	84 00		

with Chas. P. Chouteau—(continued.)

		CHAS. P. CHOUTEAU.		CR.
1872.				
July 1.	By	Geo. Palmes, 1 mo. rent	$50 00—	$338 35
	"	McCauley & Castner, 1 mo. rent	83 33	
	"	J. B. Hoxie, 1 mo. rent	62 50	
	"	Geo. Pulford, 1 mo. rent	60 00	
	"	E. Heinrich, 1 mo. rent	8 35	
				338 35
100				$1,716 86
1872.				
May 31.	By	Dr. Flagg, 1 mo. rent	$41 65	
	"	Hamilton, 1 mo. rent	41 65	
	"	Newel, 3 mo. rent	50 00	
	"	R. B. Galusha, 3 mo. rent	50 00	
	"	Mrs. Doble, 1 mo. rent	120 00—	$303 30
	"	C. B. Thurston, 1 mo. rent	33 35	
	"	Geo. Palmes, 1 mo. rent	50 00—	83 35
Aug. 31.	"	McCauley & Castner, 1 mo. rent	83 35	
	"	J. B. Hoxie, 1 mo. rent	66 67	
	"	P. Paine, 3 mo. rent	100 00	
	"	Geo. Pulford, 1 mo. rent	60 00—	310 02
	"	Dr. Flagg, 1 mo. rent	41 65—	41 65
	"	E. Heinrich, 1 mo. rent		8 35
	"	Hamilton, 1 mo. rent		41 65
	"	Mrs. Doble, 1 mo. rent		120 00
	"	Thurston, 1 mo. rent	33 35	
	"	George Palmes, 1 mo. rent	50 00—	83 35
Sept. 30.	"	McCauley & Castner, 1 mo. rent	83 35	
	"	J. B. Hoxie, 1 mo. rent	66 65	
	"	Geo. W. Armstrong, 1 mo. rent	50 00	
	"	Dr. Sam'l Flagg, 1 mo. rent	41 65	
	"	E. Hamilton, 1 mo. rent	8 35—	250 00
	"	Geo. Rulford, 1 mo. rent		60 00
	"	Hamilton, 1 mo. rent		41 65
	"	Mkt. Ins. Co. return prem. Cent. House.	9 37	
	"	" " " " " Prince's bl'k.	9 37	
	"	" " " " " Chouteau bl'k.	22 96—	31 61
	"	Mrs. Doble, 1 mo. rent	120 00	
	"	Geo. Palmes, 1 mo. rent	50 00	
	"	Castner & McCauley, 1 mo. rent	83 35	
	"	J. B. Hoxie, 1 mo. rent	66 67	
	"	Sam'l Flagg, 1 mo. rent	41 65	
	"	C. Heinrich, 1 mo. rent	8 35—	370 02
	"	Pulford, 1 mo. rent		60 00
102				$1,804 95
1872.				
Oct. 31.	By	Balance down		$0 03
	"	Newel, 1 mo. rent	$50 00	
	"	G. W. Hamilton, 1 mo. rent	41 65	
	"	Mrs. Doble, 1 mo. rent	120 00	
	"	Mr. Cabamer, 2 mo. rent	70 00	
	"	Geo. Palmes, 1 mo. rent	50 00—	331 65
Nov. 30.	"	McCauley & Castner, 1 mo. rent	83 33	
	"	J. B. Hoxie, 1 mo. rent	66 67	

John S. Prince, Agt., in acc't

DR. CHAS. P. CHOUTEAU.

1872.					
Oct.	15	To	32 ft. 1x6, @ 2½	$80	
		"	12 ps. 1x6—12=72, planed, @ 3	216 00	
		"	4 ps. 2x4—16=43, @ 2	86	
		"	Hauling 3 loads	1 50—	$89 32
	31.	"	Pd. C. E. Mann bill Chouteau block		3 16
Nov.	4.	"	3 ps. 4x4—14=56,		
		"	4 ps. 4x4—12=48,		
		"	4 ps. 2x6—12=48=152, @ 16	2 43	
		"	10,000 shingles, @ 3½	35 00	
		"	Hauling wood	50	
		"	12 ps. 2x4—15=144,		
		"	12 ps. 2x8—16=256,		
		"	15 ps. 1x6—16=120=520, @ 16	8 32	
		"	Hauling 1 load	50—	46 75
	7.	"	Lumber for Bailey House		8 60
	12.	"	Repairs for Chouteau block	11 05	
		"	" " Bailey House	7 30—	18 35
	30.	"	Matheis' bill Chouteau block	26 59	
		"	" " Pioneer building	5 45—	32 04
Dec.	4.	"	M. B. Farrell, repairing Central House	82 00	
		"	" " " brick building	75 00—	157 00
	26.	"	Repairs on Central House	4 59	
		"	" " Chouteau block	31 43—	36 09
103		"	12,000 shingles, @ 3½	42 00	
		"	Hauling 1 load	50—	42 50
		"	Jas. Cullen's bill of plastering in Central House	1 25	
		"	Pioneer bill for rent, 1 building, Chouteau block	60—	1 85
		"	Tax for grading Miss. street		8 00
		"	M. B. Farrell, for work on Chouteau block.		24 00
		"	Assessment for grading and bridging 7th street	360 00	
		"	James Cullen, bill for plastering Central House		17 87
		"	Com. 5 per cent. $2,790.97 on acc't ren'd.		139 55
1873.					
Feb'y	15.	"	Taxes 1872, Ramsey county		1,665 26
			Balance down		03
105					$2,936 00

1873.				
Feb'y	28.	To	Cleaning vaults, Chouteau block	$50 00
M'ch	31.	"	Lock for Armstrong's office	4 00
April	15.	"	Com. 5 per cent on $1,599.93	80 00
	30.	"	Draft on St. Louis sent	1,462 27

with Chas. P. Chouteau—(continued.)

CHAS. P. CHOUTEAU. CR.

1873.					
Aug.	30.	By	Geo. Pulford, 1 mo. rent	$60 00	
		"	Sam'l Flagg, 1 mo. rent	41 65	
		"	E. Heinrich, 1 mo. rent	10 40—	$278 70
110		"	P. Paine, 3 mo. rent		100 00
		"	Hill, Greggs & Co., 1 mo. rent		50 00
	31.	"	Dr. Flagg, 1 mo. rent	13 85	
		"	Seabury, 1 mo. rent	41 65	
		"	Palmes, 1 mo. rent	50 00	
		"	Mrs. Doble, 1 mo. rent	120 00	
Sept.	30.	"	Castner & Renner, 1 mo. rent	100 00	
		"	Hoxie & Co., 1 mo. rent	66 65—	392 15
		"	Hill, Greggs & Co., 1 mo. rent	50 00	
		"	Geo. W. Armstrong, 3 mo. rent	50 00	
		"	Geo. Pulford, 1 mo. rent	60 00	
		"	E. Heinrich, 1 mo. rent	10 40	
		"	Bushman & Co., 1 mo. rent	93 75	
		"	A. W. Cornick, 3 mo. rent	25 00—	289 15
		"	Seabury, 1 mo. rent		41 65
		"	Palmes, 1 mo. rent	50 00	
		"	Mrs. Doble, 1 mo. rent	120 00	
		"	Castner & Renner, rent	100 00	
		"	J. B. Hoxie, rent	66 65	
		"	E. Heinrich, rent	10 40	
		"	Hill, Greggs & Co., rent	50 00	
		"	Geo. Pulford	60 00—	457 05
Oct	16.	"	Julia Maffit, for this amount ch'd herein on Prendergast bill, Oct. 1, 1873		8 00
	31.	"	Brill, 3 mo. rent	50 00	
		"	Seabury, 1 mo. rent	41 65	
		"	Mrs. Doble, 1 mo. rent	120 00	
		"	Palmes, 1 mo. rent	50 00—	261 65
		"	Louis Blum, rent of Sept. and Aug.		83 33
Nov.	30.	"	Castner & Renner, 1 mo. rent	100 00	
		"	Heinrich, 1 mo. rent	10 40—	110 40
112		"	Pulford, 1 mo. rent	60 00	
		"	Hoxie, 1 mo. rent	66 65	
		"	Hill, Greggs & Co., 1 mo. rent	50 00	
		"	Parker Paine, 3 mo. rent	100 00	
		"	Seabury, 1 mo. rent	41 65	
		"	Petit, 1 mo. rent	40 00	
		"	Palmes, 1 mo. rent	50 00—	408 30
		"	Mrs. Doble, 1 mo. rent		120 00
Dec.	10.	"	Louis Blum, rent of dw'l, Oct. & Nov.		83 33
	31.	"	Castner & Renner	100 00	
		"	J. B. Hoxie	66 65	
		"	Hill, Greggs & Co	50 00	
		"	Geo. W. Armstrong	50 00	
		"	Geo. Pulford	60 00	
		"	E. Heinrich	10 40	
		"	Bushman & Co	93 75—	430 80
		"	J. W. Cammick, 3 mo. ground rent	25 00	
		"	Geo. Palmes, 1 mo. rent	50 00	
		"	Mrs. Doble, 1 mo. rent	120 00—	195 00
		"	Seabury, 1 mo. rent		41 65
		"	Castner & Renner, 1 mo. rent	100 60	
		"	Hill, Greggs & Co., 1 mo. rent	50 00	
		"	Judge Brill, 3 mo. rent	50 00	
		"	Geo. Pulford, 1 mo. rent	60 00	
		"	Heinrich, 1 mo. rent	10 40—	270 40
		"	Seabury, 1 mo. rent		41 65
					$4,004 15

113 *No. 2.—Chas. P. Chouteau to*

114 DR. CHAS. P. CHOUTEAU.

1874.				
Jan.	10.	To Judson & Brack, bill Pioneer Block		$4 80
Feb.	14.	" Julia Maffitt, error in credit 1 mo. rent, Nov. 26, '73		40 00
	17.	" Paid Wm. Gray for storm door & windows, stores No. 14 & 16 Prince's Block		30 88
	19.	" Com. 5 per ct. on $3,981.15		199 06
	25.	" Sarpy & Siers for dft. to bal. acct. sent him	$8714 63	
		" R. W. Sire	544 05	
		" Samuel McGofflin	325 25	1,583 93
	4.	" Special tax grading and paving 3d street	353 25	
		" Mayo & Clark for store No. 16 Prince's Block	4 65	357 90
March	24.	" Taxes of 1873, Ramsey County		2,359 20
	25.	" Julia Maffitt for this amount chg'd her erroneously in repairs		44 65
	2.	" Paid Hoxie for repairs on roof	1 50	
		" " " whitewashing Chouteau bl'k	5 00	6 50
	30.	" A B cannot find what for		6 00
April	13.	" R. O. Strong bill paper Chouteau block.		49 80
	15.	" Pd. tax grading 2d street	58 50	
		" " sewer 3d street	255 12	
		" " grading Minn. street	100 84	414 46
May	20.	" Repairs Chouteau block	102 89	
		" Bailey House fence	3 85	
		" Stone bld'g store No. 12	9 60	116 34
	9.	" Dunnigan, plumbing Chouteau block		3 80
	22.	" Whitewashing " "		5 00
July	27.	" Painting in " "		8 70
	6.	" Lumber for repairs in " "	1 27	
		" Side walk at Bailey House	45 00	
		" Cleaning alley	6 00	52 27
June	1.	" Hoxie for repairs on roof	1 00	
	3.	" Fett, bill for papering Chouteau block	65 75	
116	10.	" Blum, repairs on Bailey House	25 00	
	13.	" Seabury, for repairs on barn	9 00—	100 75
July	1.	" Com. 5 per ct. on $3,515.15 per report		175 76
		" Exchange on draft		3 50
		" Wash on stores No. 14 & 16 Prince's block		9 90
	2.	" ½ M X shingles, Chouteau		82
	10.	" Draft on New York		1,335 45
	31.	" Pendergast Bro. bill Prince's block		64 50
				$6,973 97

January 1, 1879.

117 CHAS. P. CHOUTEAU. CR.

1874.					
Jan.	2.	By balance			$3,099 03
	13.	" Seabury, 1 month rent	$41 65		
		" Mrs. Doble, 1 month rent	120 00		
		" Palmes, 1 " "	50 00—	211 65	
Feb.	14.	" Julia Maffitt error in Cr. 1 month rent Hoxie Dec. 31, '74		66 65	
	25.	" Julia Maffitt to balance account	110 37		
		" P. Chouteau, Jr., & Co. to bal. acct	172 05	282 42	
	2.	" George Palmes, 1 month rent	60 00		
		" J. B. Hoxie, 1 " "	66 65		
		" Castner & Penner, 1 month rent	100 00		
115		" Parker Paine, 3 " "	100 00		
		" Hill, Griggs & Co., 1 " "	50 00	376 65	
	3.	" Henrich, 1 " "		10 40	
	4.	" Mrs. Cabanne, 1 " "		35 00	
	10.	" Seabury, 1 " "		41 65	
	28.	" Mrs. Doble, 1, " "		120 00	
		" George Palmes, 1 " "		50 00	
March	2.	" Castner & Penner, 1 " "	100 00		
		" J. B. Hoxie, 1 " "	66 65		
		" Hill, Griggs & Co., 1 " "	50 00		
		" George Pulford, 1 " "	60 00		
		" Bushman & Co. on account	63 75		
		" E. Hendrich, 1 month rent	10 40		
	3.	" Armstrong, 3 " "	50 00		
	13.	" Bushman & Co. to bal. rent	30 00		
		" Seabury, 1 month rent	41 65		
	30.	" Mrs. Doble, 1 " "	120 00	592 45	
	31.	" Geo. Palmes, 1 " "		50 00	
April	4.	" Louis Blum, 3 months rent from Jan. 1, '74, to April 1, '74		125 00	
	1.	" Hoxie, 1 month rent	66 65		
		" Hill Griggs & Co., 1 month rent	50 00		
		" H. R. Brill, 3 " "	50 00		
		" George Pulford, 1 " "	60 00		
		" E. Hendrich, 1 " "	10 40		
	4.	" Castner & Penner, 1 " "	100 00		
	11.	" Seabury, 1 " "	41 65		
	28.	" Palmes, 1 " "	50 00		
	30.	" Mrs. Doble, 1 " "	120 00	548 70	
May	1.	" Hoxie, 1 " "	66 65		
		" Hill, Griggs & Co. 1 " "	50 00		
		" Parker Paine, 3 " "	100 00		
		" George Pulford, 1 " "	60 00	276 65	
	2.	" Castner & Penner " "		100 00	
		" Heinrich, 1 " "		12 50	
	4.	" H. W. Commick, 1 " "		25 00	
	13.	" Seabury, 1 " "		41 65	
	27.	" Mrs. Doble, 1 " "		120 00	
		" George Palmes, 1 " "		50 00	
June	1.	" Castner & Penner, 1 " "	100 00		
		" J. B. Hoxie, 1 " "	66 65		
		" Bushman & Co., 3 " "	93 75		
		" George Pulford, 1 " "	60 00		
		" Hill, Griggs & Co., 1 " "	50 00		
	2.	" Heinrich, 1 " "	12 50		
		" Armstrong, 3 " "	50 00		
	10.	" Louis Blum, 2 " "	83 30		
	13.	" Seabury, 1 " "	41 65		
	27.	" Mrs. Doble, 1 " "	120 00		
		" Palmes, 1 " "	50 00	727 85	
		Balance down		10 72	
					$6,973 97

118 *No. 2.—Chas. P. Chouteau to*

DR. CHAS. P. CHOUTEAU.

1874.				
		Balance down		$10 72
July	11.	To Louis Blum, for Bailey House	$2 25	
	30.	" Tax, opening Minn. St	34 60	36 85
Aug.	11.	" Pendergast Bros., bill Chouteau block	6 45	
		" " " " " "	5 00	11 45
July	31.	" One day hauling manure from alley	4 00	
		" " " labor, Bailey House	2 00	6 00
Sep.	30.	" Ins. Prem. on Prince's block, $11,000		137 50
		" Bailey House rep. gates		75
Oct.	12.	" E. F. Blaize, rep. Bailey House		6 40
	31.	" Lumber for Chouteau block	2 94	
		" " " Central House walk	1 09	
120		" 114 feet side walk @ 38	43 32—	47 35
	31.	" Repairs on Central House		7 80
		" Prem. on Bailey House, $3,000	37 50	
		" " " Brick Bld'g, $2,500	56 25	
		" " " Chouteau bl'k, $2,500	62 50	
		" " " Central House, $1,250	37 50—	193 75
March	20.	" Daniel Mullen, rep. Prince's bl'k		54 50
Nov.	30.	" Bailey House, lumber & labor	22 77	
		" No. 14 Jackson St., lumber	3 93	
		" Chouteau block	1 08—	27 78
	14.	" Blum, for glass in dug		65
	28.	" Cleaning alley, Bailey House		5 75
Dec.	5.	" Ins. Prem		100 00

Forward $674 45

January 1, 1879—(continued.)

119 CHAS. P. CHOUTEAU. CR.

1874.				
July	1.	By Castner & Penner, 1 month rent	100 00	
		" Hoxie, 1 " "	66 65	
		" Hill, Griggs & Co., 1 " "	50 00	
		" H. R. Brill, 3 " "	50 00	
		" Heinrich, 3 " "	12 50	
	2.	" Geo. Pulford, 1 " "	60 00	
	11.	" Blum, 1 " "	41 65	
	28.	" Palmes, 1 " "	50 00	
	31.	" Seabury, 1 " "	41 65	472 45
Aug.	1.	" Castner & Penner, 1 " "	100 00	
		" Hoxie, 1 " "	66 65	
		" Hill, Griggs & Co., 1 " "	50 00	
		" Geo. Pulford, 1 " "	60 00	
	3.	" E. Heinrich, 1 " "	12 50	
		" Mrs. Doble, 1 " "	120 00	409 15
	12.	" Seabury, 1 " "		41 65
	29.	" Geo. Palmes, 1 " "		50 00
	31.	" Mrs. Doble, 1 " "		120 00
Sept.	1.	" Castner & Penner, 1 " "	100 00	
		" G. W. Armstrong, 3 " "	50 00	
		" Bushman & Co., 3 " "	93 75	
	2.	" Pulford, 1 " "	60 00	
		" Heinrich, 1 " "	12 50	
		" Hoxie, 1 " "	66 65	
	3.	" A. M. McCormick, 3 " "	25 00	
		" Hill, Griggs & Co., 1 " "	50 00	
	7.	" Parker Paine, 1 " "	100 00	
	14.	" Blum, 2 " "	83 30	
	15.	" Seabury, 1 " "	41 65	
	29.	" Geo. Palmes, 1 " "	50 00	
	30.	" Central House, 1 " "	60 00—	792 85
Oct.	2.	" Mrs. Doble, 1 " "		120 00
	1.	" Castner & Penner, 1 " "	100 00	
121		" Hoxie, 1 " "	66 65	
		" Hill, Griggs & Co., 1 " "	50 00	
	3.	" Heinrich & Co., 1 " "	12 50	
		" Louis Blum, 1 " "	41 65	
	12.	" H. R. Brill, 3 " "	50 00	
	29.	" Geo. Palmes, 1 " "	50 20	
	31.	" Mrs. Doble, 1 " "	120 00—	490 80
Nov.	2.	" Castner & Penner, 1 " "	100 00	
		" Hill, Griggs & Co., 1 " "	50 00	
		" E. Heinrich, 1 " "	12 50	
		" Comley & Ferris, " "	60 00	
	14.	" Louis Blum, " "	41 55	
	30.	" Geo. Palmes, 1⅓ " "	66 65	
		" Mrs. Doble, 1 " "	120 00—	450 80
Dec.	1.	" Castner & Penner, 1 " "	100 00	
		" J. B. Hoxie, 1 " "	66 65	
		" Hill, Griggs & Co., 1 " "	50 00	
		" E. Heinrich, 1 " "	12 50	
		" Bushman & Co., 1 " "	93 75	
		" Comley & Ferris, 1 " "	60 00	
	2.	" Armstrong, 3 " "	50 00	
	3.	" Simonton, 1 " "	33 33	
	15.	" Louis Blum	41 60	
1875.				
Jan.	2.	" Comley & Ferris, 1 month rent	60 00	
		" Mrs. Doble, 1 " "	120 00	
		" Geo. Palmus	50 00—	762 93
		Forward		$3,710 53

122 *No. 2.— Chas. P. Chouteau to*

DR. CHAS. P. CHOUTEAU.

1874.				
Dec. 5.	To amount forward			$647 25
31.	" Runiche, 7½ days shingling			14 50
	" Blum, repairs Bailey House	2 75		
	" " " Brick Bld'g	2 40—		5 15
	Balance down			3,382 78
				$4,049 68

1875.			
Feb. 4.	To P. Hefferman, for error in Central House rent, Cr. twice Jan 12		60 00
March 5.	" Taxes of 1874, Ramsey County		2,501 04
	" Com. as per acc't rendered		202 82
1.	" Mrs. Doble, on plumbing acc't		10 00
124	" Louis Blum, rep's on Bailey House		6 40
20.	" Blum, for repairs		9 00
29.	" Stopper for chimney		20
31.	" Balance down		2,098 27
			$4,887 73

January 1, 1879—(continued.)

123 CHAS. P. CHOUTEAU. CR.

1875.					
Jan	2.	By amount forward			$3,710 53
		" Castner & Penner, 1 month rent		100 00	
		" J. H. Hoxie, 1 " "		66 65	
		" Hill, Griggs & Co., 1 " "		50 00	
		" H. R. Brill, 3 " "		12 50	
		" Central House, " "		60 00—	339 15
					$4,049 68
		By balance down			$3,382 78
Jan.	23.	" Louis Blum, 1 mo. rent			41 60
Feb.	4.	" 3 mos. ground rent, Gottschammer, lot 1, B 12, Kitson's add.		25 00	
		" Improvement taxes for 1873		58 00—	83 00
	19.	" Julia Mafflitt, for 1 mo. rent from Hoxie, Nov. 2, '74			66 65
	1.	" Castner & Penner, 1 month rent			100 00
		" J. B. Hoxie, 1 " "			66 65
		" Hill, Griggs & Co., 1 " "		50 00	
		" E. Heinrich, 1 " "		12 50	
		" Coaley & Ferris, 1 " "		60 00	
	2.	" Mrs. Doble, 1 " "		120 00—	242 50
	6.	" DeGraff & Co., 1 " "			50 00
	23.	" Central House, 1 " "			60 00
		" E. Walther's note			75 00
March	1.	" Castner & Penner			100 00
		" J. B. Hoxie			66 65
		" Hill, Griggs & Co			50 00
125		" E. Heinrich			12 50
		" Mrs. Doble, 1 mo. rent			120 00
	2.	" Blum, 1 mo. rent			41 65
	3.	" Armstrong, 3 mo. rent			50 00
	4.	" Geo. Palmes, 1 mo. rent			50 00
	5.	" Bushman & Co. on acc't			40 00
	8.	" DeGraff & Co., 1 mo. rent			50 00
	23.	" Blum, 1 " "			35 00
	25.	" Bushman & Co., to bal. on rent			53 75
					$4,887 73
		By balance down			$2,098 27
Sept.	8.	" Julia Mafflitt, to bal. acc't			393 31
	1.	" Castner & Penner, 1 month rent			100 00
	1.	" J. B. Hoxie, 1 " "			66 65
		" Hill, Griggs & Co., 1 " "			50 00
		" Mrs. Doble, 1 " "			120 00
		" E. Heinrich, 1 " "			12 50
		" Central House, 1 " "			60 00
	3.	" Parson & Co., 1 " "			50 00
		" Newell & Co., 3 " "			50 00
		" N. W. Cormick, 3 mos. ground rent			25 00
	12.	" Geo. Palmes, 1 mo. rent			50 00
	26.	" Sarpy heirs, to bal. acc't chg'd him Ap'l 16, 1875			1,058 94
May	1.	" Castner & Penner, 1 month rent		100 00	
		" J. B. Hoxie, 1 " "		66 65—	166 65
		" Mrs. Doble, 1 " "			120 00

No. 2.—Chas. P. Chouteau to

126 DR. CHAS. P. CHOUTEAU.

1875.					
April	8.	To Samuel Magoffin, draft favor of C. P. Chouteau, to bal. acc't	$247 90		
		" Sarpy heirs, df't favor of C. P. Chouteau to bal. acc't	1,058 94		
		" R. W. Sire, df't favor of C. P. Chouteau to bal. acc't	511 94		
		" P. Chouteau, Jr. & Co., df't favor C. P. Chouteau to bal. acc't	306 93—	2,125	71
	1.	" Pendergast Bros., bill		2	25
	3.	" Painting Bailey House	20 78		
		" Plumbing	13 25		
		" Brick bld'g, Pendergast bill	4 35—	38	38
	6.	" Repairs, Brick bl'k		16	00
April	30.	" Lumber, Bailey House	4 87		
		" " Chouteau bl'k	21 89—	26	76
May	13.	" 25 ft. of com. bd's @ 14			35
	25.	" Repairs on Hoxie bld'g	6 32		
		" Steps in Brick "	8 63—	14	95
	24.	" 1,900 ft. fencing for Prince's bl'k.		89	35
	3.	" Lumber for Bailey House		93	27
July	2.	" 1 ps. 2x4—12=28 @ 13	36		
		" 1 ps. 1x12—16=16			
		" 1 ps. 1x10—14—12=28 @ 3½	98		
		" 2—4 raft @ 13	26		
		" 5—20 nails @ 5	25		
		" 25 ft. com. bd's @ 14	35—	2	20
June	1.	" Pendergast, bill Stone bl'k	7 95		
		" " " Chouteau bl'k	51 62—	59	57
		" Strong, Mrs. Doble order for papering		16	00
Aug.	7.	" Pendergast, plumbing double house		1	00
	13.	" Castello, Hoxie, elevator, &c.		312	56
	25.	" Painting & rep'g brick bld'g		6	00
128	27.	" 1 days' work & nails, Chouteau bl'k	3 50		
		" Jobbing at Bailey House	95—	445	
Sept.	16.	" Jas. Cullen, plastering brick bld'g	23 42		
	29.	" Ins., Jackson St. property sent him	121 00		
Oct.	4.	" Draft for loss on Central House	1,530 74		
	30.	" Beck & Rank glass bill	8 40—	1,683	56
		" Repairs, Bailey House		36	30
Nov.	1.	" Insurance, Bailey House	37 50		
		" 3d street stores, insurance	52 50		
		" Chouteau block "	62 50—	152	50
	6.	" Cleaning Chimneys, Bailey House		6	00
	15.	" Mathus, for rep. Bailey House		8	05
	12.	" Cementing, &c., Stone bld'g		240	00
	29.	" Insurance, Chouteau block		62	50
	1.	" Painting fence, 200 yds. @ 12½	25 00		
	5.	" Lumber, rep. stable Chouteau bld'g	8 31		
	6.	" " " " "	3 30		
	10.	" " banking stable Chouteau bld'g	5 31—	41	92
	30.	" 100 ft. sidewalk chg'd wrong, acc't Oct. 30, 1875.		39	96
Dec.	7.	" Ass't, ½ 300 ft., 4th St. grading		232	50
	10.	" Sash & labor, Brick bld'g		2	75
	31.	" Error chg'd bill April 1	30		
		" Hoxie, bill chg'd wrong	7 12		
		" Tax 1875, Ramsey Co.	2,512 03		
		" Bal. grading 4th St	255 00		
		" Com., 5 per ct. on $8,472.75	423 64—	3,198	09
		Forward		$8,512	93

January 1, 1879—(continued.)

127 CHAS. P. CHOUTEAU. CR.

1875				
May	1.	By Heinrich, 1 month rent	$12 50	
		" Hill, Griggs & Co., 1 month rent	50 00	
		" Cowley & Ferris, Central House	60 00—	122 50
	5.	" Louis Blum, 1 mo. rent		35 00
	6.	" Pierson, 1 mo. rent		50 00
	11.	" Palmes, 1 " "		50 00
	15.	" Bushman & Co., rent to June 1, 1875		93 75
	31.	" A. W. Commick, 3 mos. ground rent		25 00
June	1.	" Hill & Acker, 1 month rent	50 00	
		" G. W. Armstrong, 3 months rent	50 00	
		" E. Heinrich, 1 " "	12 50—	112 50
	2.	" Mrs. Doble, 1 " "	120 00	
		" Castner & Penner, 1 " "	100 00	
		" J. B. Hoxie	66 65—	286 65
		" Louis Blum, 1 month rent	35 00	
		" Central House, 1 month rent	60 00—	95 00
	10.	" M. A. Bigford, 1 " "		35 00
July	1.	" Heinrich, 1 " "	12 50	
		" Hoxie, 1 " "	66 65—	79 15
		" Central House		60 00
		" Hill & Acker, 1 mo. rent		50 00
	2.	" M. A. Bigford, Bailey House		35 00
	6.	" Newell, rent Brick bld'g		50 00
	30.	" G. Palmes, rent for July 1	50 00	
		" E. Heinrich	12 50—	62 50
Aug.	2.	" Hill & Acker, rent	50 00	
		" Castner & Penner, rent	200 00	
		" J. B. Hoxie, "	66 65	
		" Mrs. Doble, "	120 00	
		" Blum, "	35 00	
		" Ferris & Harris, "	60 00—	531 65
	3.	" Pierson & Co., "		50 00
	5.	" M. A. Bigford, 1 mo. rent Bailey House.		35 00
Sept.	1.	" E. Heinrich	12 50	
		" Hill & Acker	50 00	
		" J. B. Hoxie	66 65	
		" Castner & Penner	100 00--	229 15
129	2.	" Louis Blum, to Aug. 10		35 00
	3.	" Pierson & Co	50 00	
		" Mrs. Doble, to Aug 10, 1875	120 00—	170 00
		" B. W. Armstrong, rent	50 00	
		" Bathma Schneider & Co	93 75	143 75
	11.	" M. A. Bigford, to Sep. 1		35 00
Oct.	1.	" Hill & Acker, 1 month rent	50 00	
		" S. Newell, 3 " "	50 00	
		" Pierson & Co., " "	50 00	
		" Geo. Palmes, to Aug. 1, 1875	50 00	
		" J. Hoxie, 1 mo. rent	66 65	
		" Bigford, M. A	35 00—	301 65
	2.	" L. Blum, to Sep. 10, 1875		35 00
		" Mrs. Doble, to Sep. 10, 1875		120 00
	4.	" Loss on Central House		1,530 74
		" E. Heinrich		12 50
Nov.	1.	" Hill & Acker	50 00	
		" J. B. Hoxie	66 65—	111 65
	2.	" Mrs. Doble, rent Oct. 10		120 00
	3.	" Pierson & Co		50 00
	4.	" Heinrich, 1 month rent		12 50
	6.	" L. Blum, rent		35 00
		Forward		$9,226 96

130 *No. 2.—Chas. P. Chouteau to*

DR. CHAS. P. CHOUTEAU.

1876.				
		To amount forward		$8,512 93
Jan.	3.	" Pendergast bill, Castner store.....	11 07	
		" " " Hoxie "	2 50—	13 57
	27.	" Bal. acc't for Jan. 1, 1876, draft.....		2,154 06
May	24.	" 1,900 ft. fencing for Prince's bl'k @ 17..		32 30
132				$10,712 86

1876.			
Jan.	27.	To exchange on draft.....	$0 75
Feb.	28.	" Snow cleaning	25
	29.	" Lumber and labor, Brick bld'g.....	35 35
March	14.	" Cleaning snow.....	45
	22.	" Cleaning walks Bailey House.....	10 00
	24.	Lock work at Brick bld'g house.....	3 50
			$50 30

January 1, 1879—(continued.)

131 CHAS. P. CHOUTEAU. CR.

1875.				
	By amount forward			$9,226 96
Nov. 9.	" M. A. Bigford, 1 month rent			35 00
22.	" Mrs. Doble. 1 " "			100 00
Dec. 1.	" Bushman & Co			93 75
	" E. Heinrich			12 50
	" Hill & Acker, rent			50 00
	" Hoxie, J. B			66 65
	" M. A. Bigford			35 00
	" A. W. Cormick			25 00
	" Tax refunded			58 00
4.	" Pierson & Co., 1 month rent	50 00		
	" L. Blum, 1 month rent	35 00—		85 00
	" B. Ferris, on acc't rent for shed	10 00		10 00
8.	" Geo. Palmes, 2 mos. to Oct. 1			100 00
9.	" G. W. Armstrong, 3 mos. rent			50 00
18.	" A. Langerin, ¼ old Central House			25 00
22.	" Mrs. Doble			100 00
31.	" Geo. Palmes, to Dec. 1			100 00
	" Castner & Penner, 4 mos. rent to Jan			400 00
	" Pat Nash, error in amount, cementing cellar, Nov. 12, 1875			140 00
133				$10,712 86
1876.				
Jan. 3.	By L. Blum, to Dec. 10	35 00		
	" S. Newell	50 00		
	" Hill & Acker	50 00—		135 00
4.	" E. Heinrich			12 50
5.	" Pierson & Co., rent	50 00		
	" J. B. Hoxie	66 65—		116 65
8.	" M. A. Bigford, 1 month rent			35 00
14.	" A. W. Cormick, to Dec. 1			25 00
22.	" Mrs. Doble, to Jan. 10, '76			100 00
Feb. 1.	" Hill & Acker	50 00		
	" Castner & Penner	100 00		
	" J. B. Hoxie	66 65—		216 65
2.	" M. A. Bigford			30 00
3.	" E. Heinrich			12 50
4.	" L. Blum			30 00
29.	" Mrs. Doble			100 00
March 1.	" Hill & Acker	50 00		
	" Castner & Penner	100 00		
	" Bushman & Co	93 75		
	" Heinrich & Co	12 50—		256 25
4.	" Louis Blum			30 00
3.	" J. B. Hoxie			66 65
16.	" M. A. Bigford			30 00
	" G. W. Armstrong			33 33
27.	" Balance, Pierson & Co			20 00
	" E. K. Stone, pd. Pierson & Co. for sawing machine	20 00		
	" C. P. Chouteau, allowed Pierson & Co. for gas fixtures	10 00—		30 00
March 28.	" Balance sale, Central House			75 00
	Forward			$1,354 53

No. 2.— Chas. P. Chouteau to

134 DR. CHAS. P. CHOUTEAU.

1876.				
March	27.	To amount forward		$50 30
		" Allowed Pierson & Co., gas fixtures		10 00
April	1.	" Pendergast Bros., rep. roof No. 12 Jackson St.	$16 23	
		" Cleaning same	15—	16 38
	6.	" Paper bill for Chouteau bl'k		17 26
	8.	" Wall paper, " "		2 70
	29.	" Border for " "	1 25	
		" Cleaning stove, &c., Brick bld'g	3 15—	4 40
		" Lumber & labor, roof No. 12 Jackson	101 58	
		" " " " 14 "	50 04	
		" " " " Brick bld'g	12 19	
		" " " " Chouteau bl'k	9 38—	173 19
May	1.	" Pendergast, roof brick bl'k	2 10	
		" N. S. Okerstrom, Chouteau bl'k		13 00
	31.	" Lumber & labor, Chouteau bl'k	26 47	
		" " " Bailey House	13 01—	39 48
June	3.	" P. Okerstrom, Chouteau bl'k		47 75
		" Prendergast bill, new roof No. 12	233 13	
		" " " " " " 14	151 14—	384 27
136	17.	" Mathus, for paper, Chouteau blk	19 66	
		" " " " Brick bld'g	7 51—	27 17
	13.	" Lumber, at Castner & Penner store		5 24
	30.	" Rep., holders & pipe		5 50
July	1.	" Balance, ledger "B," p. 143		2,476 81
				$3,275 55

January 1, 1879—(continued.)

135 CHAS. P. CHOUTEAU. CR.

1876.				
		By amount forward		$1,354 53
April	1.	" J. B. Hoxie	$66 65	
		" Hill & Acker	50 00—	116 65
		" Heinrich	12 50	
		" Mrs. Doble	100 00—	112 50
	3.	" A. W. Commick, ¼ rent		25 00
	4.	" Castner & Penner	100 00	
		" M. A. Bigford	30 00	
	7.	" S. Newell, 3 mos	50 00—	180 00
	11.	" L. Blum		30 00
	25.	" Mrs. Doble		100 00
May.	1.	" E. Heinrich, rent	12 50	
		" Hill & Acker	50 00	
		" Hoxie & Jaggar	66 65	
		" Castner & Penner	100 00	
		" Louis Blum	30 00—	259 15
	4.	" M. A. Bigford		30 00
	9.	" Mrs. Doble		100 00
	16.	" Newcomb & Co		41 66
June	1.	" Hill & Acker	50 00	
		" Newcomb & Co	41 66	
		" Hoxie & Jaggar	66 65	
		" Castner & Penner	100 00—	258 31
		" E. Heinrich	12 50	
		" Bushman & Co	93 75	
		" Tax 1875, L. 1, B. 12, Gottschamuer	46 50—	152 75
	3.	" Palmes, on note for rent	107 00	
		" L. Blum	30 00	
		" G. W. Armstrong	25 00—	162 00
	6.	" Balance, Palmes note for rent		148 00
	7.	" M. A. Bigford		30 00
	12.	" Mr. Cabanne		25 00
	14.	" Mrs. Doble		100 00
	30.	" Geo. Palmes		50 00
137				$3,275 55
1876.				
July	1.	By balance		$2,476 81
		" Hill & Acker	50 00	
		" Newcomb & Co	41 65	
		" Castner & Penner	100 00	
		" E. Heinrich	12 50	
		" J. B. Hoxie	66 65—	270 80
	5.	" L. Blum		30 00
	7.	" M. A. Bigford		30 00
	13.	" Mrs. Doble	100 00	
	22.	" Mrs. Cabanne, to July 1		25 00
	29.	" S. Newel	50 00	
Aug.	1.	" Hill & Acker	50 00	
		" Newcomb & Co	41 66	
		" E. Heinrich	12 50	
		" J. B. Hoxie	66 66—	170 82
	2.	" Louis Blum		30 00
	8.	" Castner & Penner	100 00	
		" M. A. Bigford	30 00—	130 00
	15.	" Commick, 3 mos. rent to Jan. 1		25 00
		" Mrs. Doble		100 00
	19.	" E. Heinrich		25 00
Sept.	1.	" Castner & Penner	100 00	
		" Hill & Acker	50 00—	150 00
		Forward		$3,613 43

138 *No. 2.— Chas. P. Chouteau to*

DR. CHAS. P. CHOUTEAU.

1876.					
July	1.	To McDonald, rep. store No. 20	$2 50		
		" " " brick bld'g	7 25		
		" " " Chouteau bl'k	26 75—	$36	50
Aug.	2.	" Biggs, paint, Chouteau bl'k	6 00		
		" Blum, rep. water-closet	3 10—	9	10
	8.	" Beck & Rank bill, Brick bl'k		18	85
	18.	" Jno. Perris, bill of plastering Chouteau bl'k, April 8, '76		52	00
	21.	" Rep. fence at Chouteau bl'k	50		
		" Lumber & labor on sidewalk No. 12 Jackson St	13 22—	13	72
Sept.	19.	" Insurance, "Continental," "Fairfield," and "Armenia"		121	00
	30.	" Hapt, 1st & 2d flooring	7 80		
		" 10 lb nails	60		
		" 1½ days labor	3 37		
		" Board & screw	15		
		" Gate, hinge, & screw	45		
		" Knob for lock	20—	12	57
Oct.	31.	" Ins., Chouteau bl'k	62 40		
		" " Bailey House	30 00—	92	50
Nov.	2.	" L. L. & G		38	75
	8.	" Repairs on Bailey House, wall paper		23	00
	28.	" Insurance, $2,500		62	50
	30.	" Repairs, Chouteau bl'k			35
Dec.	1.	" " "			50
	16.	" Lumber & labor, Brick bl'k		15	60
	31.	" Repairs, Chouteau bl'k			50
	30.	" Taxes, Ramsey Co. 1876		1,660	00
		" $86,442.87 @ 5 per cent		322	14
140		" Balance		3,164	55
				$5,644	13

1877.			
Jan.	1.	To rep. water pipe, Chouteau blk	$1 20
Feb.	5.	" P. Chouteau on acc't	513 88
	12.	" Exchange on draft sent him	3 00
		" Rem. to bal. acc't to Jan. 1, '77	2,650 67
	19.	" Repairs on Bailey House	2 75
	28.	" Cleaning walks, Chouteau bl'k	90 27
		" Lumber for repairs	4 07
March	3.	" Pd. D. Mullen, rep. 12 & 14 Jackson St.	118 60
	31.	" Lumber & materials, Brick bld'g.	14 57
April	5.	" Mrs. R. W. Sire, error in crediting	43 75
	12.	" Com. on $1,610.30 @ 5 per cent	80 52

January 1, 1879—(continued.)

139 CHAS. P. CHOUTEAU. CR.

1876.				
Sept.	1.	By amount forward		$3,613 43
		" Newcomb & Co	$41 65	
		" Bushman & Co	93 75—	135 40
		" G. W. Armstrong		25 00
	2.	" E. Heinrich		12 50
	4.	" J. B. Hoxie, rent		66 65
	12.	" Mrs. Doble		100 00
Oct.	14.	" Geo. Palmes, June rent		50 00
	20.	" Bigford, rent		30 00
Nov.	1.	" Hill & Acker	50 00	
		" C. B. Newcomb & Co	41 65	
		" Castner & Penner	100 00—	191 65
	2.	" E. Heinrich		12 50
		" J. B. Hoxie		66 65
		" L. Blum		30 00
	16.	" M. A. Bigford		30 00
	8.	" Mrs. Doble, rent		100 00
	14.	" Geo. Palmes	100 00	
		" L. Blum	30 00—	130 00
Dec.	1.	" Hill & Acker	50 00	
		" Bushman, H. W	93 75	
		" E. Heinrich	12 50	
		" Castner & Penner	100 00	
		" J. B. Hoxie	66 65—	322 90
	2.	" Newcomb & Co		41 65
	5.	" G. W. Armstrong		25 00
	6.	" S. Newel, 3 mos. rent to Oct. 1, '76	50 00	
	9.	" Mrs. Doble		100 00
	16.	" M. A. Bigford		30 00
	27.	" Mrs. Cabanne		25 00
Oct.	2.	" J. B. Hoxie		66 65
		" Castner & Penner	100 00	
141		" Hill & Acker	50 00	
		" Newcomb & Co	41 65	
		" L. Blum	30 00	
		" E. Heindrich	12 50—	234 15
	9.	" Mrs. Doble, rent		100 00
Sept.	15.	" M. A. Bigford		30 00
	22.	" Commick, 3 mos. rent		25 00
				$5,644 13
1877.				
Jan'y	2.	By balance		$3,164 55
		" C. B. Newcomb & Co		41 65
	3.	" Castner & Penner	$100 00	
		" J. B. Hoxie	66 65	
		" Geo. Palmes, 2 mo	100 00	
		" Hill & Acker	50 00	
		" L. Blum	30 00—	346 65
	4.	" A. W. Commick		25 00
	5.	" E. Heindrich		12 50
	12.	" Mrs. M. Doble		100 00
	15.	" M. Bergfeld		30 00
	22.	" L. Blum		30 00
	24.	" Mrs. Cabanne		40 00
Feb.	1.	" Hoxie & Jaggar	66 65	
		" C. B. Newcomb & Co	41 65	

142 *No. 2.— Chas. P. Chouteau to*

DR. CHAS. P. CHOUTEAU.

1877				
April	12.	To Rem. to bal. acc't		$1,295 32
		" Balance down		349 95
				$5,168 55
1877.				
April	11.	To exchange on draft		1 30
	30.	" Rep. elevator No. 12		2 20
		" " on Brick bld'g		5 52
		" " Bartley House floor		17 25
May	1.	" " Brick bld'g		17 00
	17.	" " Bailey House		6 00
	31.	" " Chouteau bl'k		29 77
June	14.	" Mathus, reps. Chouteau bl'k		50 80
	30.	" Reps., Brick bld'g		29 08
144		" Sash No. 12	2 25	
		" Repairs Chouteau bl'k	4 53—	6 78
		" " No. 12		1 00
		" Prendergast, reps. Brick bld'g		16 81
July	10.	" Repairs, Bailey House		5 10
	16.	" " Brick bld'g		27 50
	20.	" Julia Maffitt, error in charge repairs, Bailey house		18 93
		" Painting porch Chouteau bl'k		5 76
	31.	" Repairs Bailey House	35 86	
		" Floor in office No. 12	22 85	
		" Plastering No. 12	13 00	
		" Sidewalk No. 14	13 50—	85 17

January 1, 1879—(continued.)

CHAS. P. CHOUTEAU. CR.

1877.				
Feb.	1.	By Stanford Newel.	$50 00—	$158 30
		" E. Heindrich		12 50
143	2.	" Hill & Acker		50 00
	3.	" Mrs. Doble		100 00
	14.	" M. Bigford		30 00
	19.	" L. Blum		30 00
M'ch	1.	" Hoxie & Jaggar.		66 65
		" C. B. Newcomb & Co.		41 65
		" Bushman, H. W		93 75
		" Jno. Marty		43 75
		" Hill & Acker		41 65
	12.	" Mrs. Doble, rent		100 00
	19.	" L. Blum		30 00
	26.	" M. Bigford, rent		30 00
Sept.	2.	" J. B. Hoxie	66 65	
		" Hill & Acker	41 65—	108 30
		" C. B. Newcomb & Co	41 65	
		" Geo. Palmes	50 00—	91 65
	6.	" S. Newel, 3 mos		50 00
	12.	" Castner & Penner, 3 mos. rent		300 00
				$5,168 55

1877.				
April	11.	By balance		$349 95
	16.	" Mrs. Doble		100 00
	21.	" L. Blum	$30 00	
		" M. A. Bigford	30 00—	60 00
	21.	" A. W. Commick, rent to M'ch 1, '77		25 00
	30.	" Castner & Penner, 1 mo. rent to date		100 00
May	1.	" Hoxie & Jaggar	66 65	
		" C. B. Newcomb & Co	41 65	
		" Hill & Acker	41 65—	149 95
	3.	" E. Heindrich		12 50
145	7.	" Mrs. Doble	100 00	
	17.	" L. Blum	30 00	
		" M. A. Bigford	30 00—	60 00
	19.	" E. Heindrich, 1 year's rent	50 00	
		" Rent for March	12 50	
		" " " April	12 50—	75 00
June	1.	" C. B. Newcomb & Co	41 65	
		" Transportation Co	41 65	
		" Hoxie & Jaggar	60 00	
		" Bushman, H. W	93 75	
		" E. Heindrich	12 50	
		" Castner & Penner	100 00—	349 55
	4.	" Hill & Acker		41 65
	8.	" Mrs. Doble		100 00
	12.	" L. Blum	30 00	
		" M. Bigford	30 00—	60 00
	25.	" Geo. Palmes, 4 mos. rent		200 00
July	2.	" Hoxie & Jaggar	60 00	
		" E. Heindrich	12 50—	72 50
		" C. B. Newcomb & Co		41 65
	5.	" Stage Co		41 65
	10.	" M. Bigford		30 00
	13.	" S. Newel, 3 mos		50 00
	14.	" E. C. Palmes, 3 mos. to Jan. 1, '77		37 50

No. 2.— Chas. P. Chouteau to

146 DR. CHAS. P. CHOUTEAU.

1877.					
Aug.	16.	To Ass't on L. 1, B. 32, St. Paul Proper....			$14 16
	31.	" Repairs on Brick bl'd			2 50
		" Balance			2,230 07
					$2,572 70
1877.					
Sep.	22.	To Ins. on 12 & 14 Continental.....	45 00		
		" " " 12 & 14 Mutual.....	27 00		
		" " " 12 & 14 Fairfield.....	27 00—		99 00
148	29.	" Repairs, Chouteau bl'k	2 66		
		" " " "	8 56		
		" " Bailey House	4 10—		15 32
Oct.	29.	" Insurance on Bailey House.....	30 00		
		" " " Chouteau bl'k.....	62 50		
		" " " Brick bld'g	32 50—		125 00
	31.	" Repairs, Bailey House.....	9 45		
		" " Chouteau bl'k.....	4 30—		13 75
Nov.	26.	" Insurance, Chouteau bl'k			62 50
	30.	" Grading, ass't L. 8, B. 60, Kittson's add.			160 00
	30.	" Repairs, Bailey House.....			3 30
Dec.	3.	" Rep. pump			2 00
	17.	" Cleaning chimneys, Chouteau bl'k.....			6 00
	29.	" Repairs, Chouteau bl'k.....			37 90
	31.	" Ramsey Co. tax, 1877.....			1,878 30
	31.	" Com. on $4,795 @ 5 per cent.....			239 75
1878.					
Jan.	13.	" Draft to bal. acc't.....			1,809 55
					$4,452 37

January 1, 1879—(continued.)

CHAS. P. CHOUTEAU. CR.

1877.				
July.	31.	By Castner & Penner, 2 mos. rent		$200 00
	28.	" L. Blum, 1 mo. rent		30 00
	30.	" Mrs. Doble		100 00
Aug.	1.	" Hoxie & Jaggar	$60 00	
		" C. B. Newcomb & Co	41 65	
		" Stage Co	41 65	
		" E. Heindrich	12 50—	155 08
	2.	" M. Bigford		30 00
147				
				$2.572 70
1877.				
Sept.	1.	" Hoxie & Jaggar	$60 00	
		" Castner & Penner	100 00	
		" C. B. Newcomb & Co	41 65	
		" Bushman, H.W	93 75—	$295 40
		" Stage Co		41 65
	3.	" E. Heindrich		12 50
Sept.	4.	" Mrs. Doble, 2 mos	200 00	
		" L. Blum	30 00	
		" S. S. Eaton, rent	41 65—	271 65
	10.	" E. C. Palmes, 3 mos		37 50
	12.	" M. A. Bigford		30 00
	19.	" A. W. Commick, to Jan. 1, '77		25 00
Oct.	1.	" Jno. Penner	100 00	
		" Hoxie & Jaggar	60 00	
		" S. S. Eaton	41 65	
		" C. B. Newcomb & Co	41 65	
		" Stage Co	41 65—	284 95
	4.	" S. Newel		50 00
	19.	" L. Blum, 1 mo		30 00
	22.	" M. A. Bigford		30 00
	31.	" Mrs. Doble		100 00
Nov.	1.	" Hoxie & Jaggar	60 00	
		" S. S. Eaton	41 65	
		" E. Heindrich, 2 mos	25 00	
		" Stage Co	41 65—	168 30
	5.	" C. B. Newcomb & Co		41 65
149		" Jno. Penner		100 00
	20.	" Mrs. Doble	100 00	
		" M. A. Bigford	30 00—	130 00
	30.	" O. E. Terry, 6 mos. lease		30 00
Dec.	1.	" Bushman, H., Co	93 75	
		" Jno. Penner	100 00—	193 75
	3.	" Hoxie & Jaggar	60 00	
		" S. S. Eaton	41 65	
		" E. C. Palmes	37 50	
		" L. Blum	30 00—	169 15
	4.	" C. B. Newcomb & Co		41 65
	13.	" Stage Co		41 65
	15.	" L. Blum, 1 mo. rent		30 00
	18.	" M. A. Bigford		30 00
	26.	" H. W. Commick, to Sept. 1, '77		25 00
	29.	" E. Heinrich		12 50
				$4,452 37

150 *No. 2.—Chas. P. Chouteau to*

DR. CHAS. P. CHOUTEAU.

1878.					
Jan. 13.	To Exchange on draft				$82 75
21.	" Repairs, Brick bl'k				44 22
1878.					
Feb. 6.	" Yale lock No. 14				2 00
March 30.	" Repairs, Chouteau bl'k				4 87
April 15.	" Note of Mr. Cabanne sent Chas. P. Chouteau				685 00
30.	" Repairs Chouteau bl'k	$0 98			
	" " No. 14	10 22—			11 20
	" " Chouteau bl'k				1 82
	" " Bailey House gate	85			
	" " Brick bld'g	75--			1 60
May 31.	To repairs, Bailey House	3 90			
	" " Chouteau bl'k	9 02—			12 92
June 11.	" Painting " "				23 53
12.	" Cementing roof No. 12	48 96			
July 9.	" " " " 14	33 82—			82 78
	" Repairs, Chouteau bl'k				46 71

152

Forward $919 40

January 1, 1879—(continued.)

CHAS. P. CHOUTEAU. CR.

1878.				
Jan.	2.	By Mrs. Doble	$100 00	
		" Hoxie & Jaggar	60 00	
		" Jno. Penner	100 00	
		" S. S. Eaton	41 65	
		" Stage Co	41 65	
		" Newcomb & Co.	41 65—	$384 95
Jan.	9.	" E. Heindrich, 1 mos. lease		$12 50
	22.	" M. A. Bigford		30 00
	30.	" Mrs. Doble		100 00
	31.	" E. Heindrich, 1 mo. rent		12 50
Feb.	1.	" Hoxie & Jaggar		60 00
		" S. S. Eaton	41 65	
151		" Jno. Penner	83 33—	124 98
	2.	" C. B. Newcomb & Co.		41 65
	4.	" Stage Co		41 65
	25.	" M. A. Bigford		30 00
	26.	" Mr. Cabanne		25 00
	28.	" Mrs. Doble		100 00
M'ch	1.	" Hoxie & Jaggar		60 00
		" J. J. Penner		83 33
		" Bushman, H. W		93 75
		" E. Heindrich		12 50
	2.	" S. S. Eaton	41 65	
		" C. B. Newcomb & Co.	41 65	
		" Stage Co.	41 65	
		" E. C. Palmes, 3 mos	37 50—	162 45
	9.	" Louis Blum		25 00
	25.	" M. A. Bigford		30 00
	28.	" Mrs. Doble		100 00
April	1.	" Hoxie & Jaggar	60 00	
		" A. W. Commick, 3 mos	25 00—	85 00
		" S. Newell, 6 mos	100 00	
		" S. S. Eaton	41 65	
		" Stage Co	41 65	
		" Newcomb & Co.	41 65	
		" Mrs. Cabanne	25 00—	249 95
	6.	" L. Blum		25 00
	15.	" Bills rec'd Mrs. Cabanne, rents paid by note to M'ch 1, '79		685 00
153	17.	" M. A. Bigford		30 00
	30.	" L. Blum		25 00
May.	1.	" Hoxie & Jaggar	60 00	
		" S. S. Eaton	41 65	
		" C. B. Newcomb & Co	41 65	
		" Stage Co.	41 65—	184 95
	2.	" J. J. Penner, 2 mos.	166 66	
	3.	" E. Heindrich, 3 mos.	25 00	
		" Mrs. Doble	100 00—	125 00
	16.	" M. A. Bigford		30 00
	25.	" L. Blum, 2 mos.		50 00
June	1.	" Mrs. Doble	100 00	
		" J. J. Penner	83 33	
		" Hoxie & Jaggar	60 00	
		" S. S. Eaton	41 65	
		" Stage Co.	41 65—	326 63
	3.	" E. Heindrich	12 50	

150 *No. 2.—Chas. P. Chouteau to*

DR. CHAS. P. CHOUTEAU.

1878.					
Jan. 13.	To Exchange on draft				$82 75
21.	" Repairs, Brick bl'k				44 22
1878.					
Feb. 6.	" Yale lock No. 14				2 00
March 30.	" Repairs, Chouteau bl'k				4 87
April 15.	" Note of Mr. Cabanne sent Chas. P. Chouteau				685 00
30.	" Repairs Chouteau bl'k	$0 98			
	" " No. 14	10 22—		11 20	
	" " Chouteau bl'k			1 82	
	" " Bailey House gate	85			
	" " Brick bld'g	75--		1 60	
May 31.	To repairs, Bailey House	3 90			
	" " Chouteau bl'k	9 02—		12 92	
June 11.	" Painting " "			23 53	
12.	" Cementing roof No. 12	48 96			
July 9.	" " " " 14	33 82—		82 78	
	" Repairs, Chouteau bl'k			46 71	

152

Forward..... $919 40

January 1, 1879—(continued.)

CHAS. P. CHOUTEAU. CR.

1878.				
Jan.	2.	By Mrs. Doble	$100 00	
		" Hoxie & Jaggar	60 00	
		" Jno. Penner	100 00	
		" S. S. Eaton	41 65	
		" Stage Co	41 65	
		" Newcomb & Co	41 65—	$384 95
Jan.	9.	" E. Heindrich, 1 mos. lease		$12 50
	22.	" M. A. Bigford		30 00
	30.	" Mrs. Doble		100 00
	31.	" E. Heindrich, 1 mo. rent		12 50
Feb.	1.	" Hoxie & Jaggar		60 00
		" S. S. Eaton	41 65	
151		" Jno. Penner	83 33—	124 98
	2.	" C. B. Newcomb & Co		41 65
	4.	" Stage Co		41 65
	25.	" M. A. Bigford		30 00
	26.	" Mr. Cabanne		25 00
	28.	" Mrs. Doble		100 00
M'ch	1.	" Hoxie & Jaggar		60 00
		" J. J. Penner		83 33
		" Bushman, H. W		93 75
		" E. Heindrich		12 50
	2.	" S. S. Eaton	41 65	
		" C. B. Newcomb & Co	41 65	
		" Stage Co	41 65	
		" E. C. Palmes, 3 mos	37 50—	162 45
	9.	" Louis Blum		25 00
	25.	" M. A. Bigford		30 00
	28.	" Mrs. Doble		100 00
April	1.	" Hoxie & Jaggar	60 00	
		" A. W. Commick, 3 mos	25 00—	85 00
		" S. Newell, 6 mos	100 00	
		" S. S. Eaton	41 65	
		" Stage Co	41 65	
		" Newcomb & Co	41 65	
		" Mrs. Cabanne	25 00—	249 95
	6.	" L. Blum		25 00
	15.	" Bills rec'd Mrs. Cabanne, rents paid by note to M'ch 1, '79		685 00
153	17.	" M. A. Bigford		30 00
	30.	" L. Blum		25 00
May.	1.	" Hoxie & Jaggar	60 00	
		" S. S. Eaton	41 65	
		" C. B. Newcomb & Co	41 65	
		" Stage Co	41 65—	184 95
	2.	" J. J. Penner, 2 mos	166 66	
	3.	" E. Heindrich, 3 mos	25 00	
		" Mrs. Doble	100 00—	125 00
	16.	" M. A. Bigford		30 00
	25.	" L. Blum, 2 mos		50 00
June	1.	" Mrs. Doble	100 00	
		" J. J. Penner	83 33	
		" Hoxie & Jaggar	60 00	
		" S. S. Eaton	41 65	
		" Stage Co	41 65—	326 63
	3.	" E. Heindrich	12 50	

154 *No. 2.— Chas. P. Chouteau to*

DR. CHAS. P. CHOUTEAU.

1878.		Forward			$919 40
Aug.	31.	To Repairs, Chouteau bl'k			1 50
Sep.	17.	" Dft. for sale of $3\frac{46}{100}$ ft. of L. 1, B. 32, St. Paul Proper	$498 75		
		" Exchange on draft	1 25—		500 00
	19.	" Rep. on Brick bl'k			1 00
	24.	" Insurance, 12 & 14			82 50
	30.	" Repairs, Brick bl'k			38
Oct.	31.	" Insurance, Bailey House	30 00		
		" " Brick bld'g.	35 00		
		" " Chouteau bl'k	62 50—		127 50
		" Repair wood shed, Chouteau bl'k.	1 00		
		" " Window & Lock, Brick bld'g	2 00		
		" " Bailey House	8 83—		11 83
		Forward			$1,644 11

January 1, 1871—(continued.)

CHAS. P. CHOUTEAU. CR.

1878.					
June	3.	By Bushman & Co	$93 75		
		" C. B. Newcomb & Co	41 65—	$147	90
	18.	" A. W. Commick, on acc't		12	50
		" M. A. Bigford		30	00
July	1.	" Mrs. Doble		90	00
		" J. J. Penner	83 33		
		" Hoxie & Jaggar	60 00		
		" S. S. Eaton	41 65		
		" Stage Co	41 65—	226	63
	6.	" O. E. Terry, 6 mos. to May 1, '78	30 00		
		" E. Heindrich	12 50		
		" C. B. Newcomb & Co	41 65—	84	15
	22.	" M. A. Bigford		30	00
	27.	" A. W. Commick, bal		12	50
Aug.	1.	" Hoxie & Jaggar		60	00
		" Hoxie & Jaggar (error)		00	00
155		" S. S. Eaton	41 65		
		" Stage Co	41 65—	83	33
	2.	" J. J. Penner		83	33
	3.	" C. B. Newcomb & Co		41	65
	6.	" Mrs. Doble		90	00
	17.	" S. Newel, 3 mos	50 00		
		" L. Blum	25 00—	75	00
	22.	" M. A. Bigford		30	00
	23.	" Mrs. Doble		90	60
Sept.	2.	" Stage Co	41 65		
		" S. S. Eaton	41 65		
		" C. B. Newcomb & Co	41 65		
		" Hoxie & Jaggar	60 00		
		" J. J. Penner	83 33		
		" Bushman & Co., 3 mos	93 75		
		" E. Heindrich	12 50—	374	53
	14.	" G. Willius, for sale of 3 $\frac{45}{100}$ feet of lot 1, B. 32, St. Paul proper	500 00		
		" L. Blum	25 00—	525	00
	18.	" A. W. Commick, on acc't		15	00
	20.	" E. Palmes, 3 mo		37	50
	26.	" Mrs. Doble		90	00
	30.	" M. A. Bigford		30	00
Oct.	1.	" Hoxie & Jaggar	60 00		
		" S. S. Eaton	41 65		
		" S. Newel	50 00		
		" Stage Co	41 65		
157		" J. J. Penner	83 33		
		" C. B. Newcomb & Co	41 65—	318	28
	5.	" E. Heindrich		12	50
		" Mrs. Doble		90	00
	24.	" M. A. Bigford		30	00
Nov.	1.	" S. S. Eaton	41 65		
		" Stage Co	41 65		
		" C. B. Newcomb & Co	41 65		
		" R. A. Overpeck, 6 mos	35 00—	159	95
		" Hoxie & Jaggar	60 00		
	2.	" J. J. Penner	83 33—	143	33
	23.	" L. Blum		25	00
	27.	" Mrs. Doble		90	60
	29.	" M. A. Bigford		30	00

No. 2.—Chas. P. Chouteau to

DR. CHAS. P. CHOUTEAU.

1878.		Forward			$1,644 11
Nov.	8.	To recording Williams deed			1 25
	30.	" Insurance, Chouteau bl'k			62 50
156		" Repairs, Bailey House	$3 05		
		" " Sidewalk No. 14	7 70		
		" " Chouteau bl'k	3 08—		13 83
Dec.	16.	" " Brick bld'g			6 25
	8.	" Davis, O'Brien, & Wilson, Barlow *vs.* Chouteau			768 25
	16.	" ½ bld'g wall Brick bld'g			28 25
	24.	" Rep. " " "			29 53
	31.	" " Chouteau bl'k			1 05
		" Ramsey Co. tax, 1878			1,224 60
		" Com. 5 per cent., $7,151.88			357 60
		" P. Chouteau, Jr. & Co. to bal. acc't			340 57
		" Draft on Sarpy Heirs	488 88		
		" " " Mrs. R. W. Sire	66 17—		555 05
		" " to bal. acc't			2,287 29
					$7,920 13

January 1, 1879—(continued.)

CHAS. P. CHOUTEAU. CR.

1878.				
Dec.	2.	By Bushman, H. W.	$93 75	
		" E. Heindrich, 2 mos	25 00	
		" A. W. Commick, bal. 3 mos. to January 1, 1878	10 00	
		" J. J. Penner	83 33	
		" Stage Co	41 65	
		" S. S. Eaton	41 65—	$295 38
		" Hoxie & Jaggar		60 00
	9.	" L. Blum		25 00
	31.	" Heindrich, 1 mo. lease		12 50
		" P. Chouteau, Jr., & Co., erroneously charged bill Davis, O'Brien & Wilson—Barlow *v.* Chouteau		768 25
June	13.	" E. C. Palmes	37 50	
	14.	" E. Heindrich, adv. in lease from April, 1877, to April, 1878	50 00—	87 50
				$1,920 13

158

159 *John S. Prince, Agt., in acc't*

160 DR. P. CHOUTEAU, JR., & CO.

1870.			
Mch.	3.	To Rev. Stamp on deed to Clarke	$1 50
	19.	" " " " A. Ryan	50
Ap'l	2.	" " " " Countryman	50
	5.	" " " " Thorne	50
	9.	" " " 2 " Hastings	1 00
May	25.	" Redemption of lot 5, B 70, Kittson's Addition, and other expenses therein, M'ch 14, 1870	300 00
June	11.	" Rev. Stamps, 2 deeds	1 00
July	7.	" " " 3 " to Mrs. Sire	1 50
		" " " 1 " to I. A. Lemon	50
July	9.	" " " on deed to C. P. Adams	50
	8.	" Stamp on deed to Countryman	50
	11.	" Revenue Stamp on deed to Desmond	50
	21.	" P. Hefferman, notary fees, from June 1 to July 28, 1870	53 50
Aug.	4.	" Rev. Stamps on deeds	12 50
		" Taxes on Belle Plaine, 1861	3 60
		" Rev. Stamp on Hastings deed, Aug. 10	50
	30.	" Delinquent in Belle Plaine, in pt	20 00
Oct.	19.	" Revenue Stamps on deed to Wm. Thompson, Ha-tings	50
		" Taxes of 1869 in lot 5, B 81, K.'s Add	12 25
Nov.	2.	" Rev. Stamps on deed to P. I. Chamberlain	50
Dec.	13.	" H. Officer, fees in suit of Ames *vs.* Broom Co	15 00
	31.	" R. Hefferman's notary fees from July 1, '70, to Jan'y 1, '71	6 25
		" Com., 5 per ct. on $4,854.22, receipts	242 75
1871.			
Jan.	31.	" Bills receivable, for two notes of Baptist Church, not due, belonging to Chouteau Estate	300 00
Ap'l	4.	" Taxes of 1872, Hastings	297 88
		" Balance down	3,892 78

162

$5,166 51

with P. Chouteau, Jr., & Co.

161 P. CHOUTEAU, JR., & CO. CR.

1870.					
Mch.	1.	By John S. Prince, Cash, $150; 3 notes, 1, 2, and 3 yrs., each for $150		$600 00	
	21.	" Sale of Lot 4, B 136, Hastings		100 00	
Ap'l	2.	" W. D. Talbot, note and int. pr. Countryman		60 50	
	5.	" Chas. O. Ball, note and int. pr. Thorne		36 30	
	9.	" W. T. Chamberlain, note and int		36 30	
May	4.	" Geo. B. Reed note, $27.50; int., $3.85		31 35	
	26.	" Sale of lot 5, B 70, Kittson's Add., to St. Paul & Pacific R. R. Co., March 14, 1870; this lot supposed to have been sold, and remained delinquent for taxes 17 yrs		750 00	
June	8.	" Wm. Kiel, 3 yrs. note, $12.50; int., $2.50		15 00	
	11.	" Sale of lot 6, B 123, Hastings		250 00	
July	8.	" L. A. Cunningham, 3 yrs. note		100 00	
		" Interest thereon		21 00	
	9.	" C. P. Adams note		29 38	
		" Interest thereon		6 17	
		" Dan'l Desmond note		84 00	
		" Interest thereon		17 64	
	11.	" Andrew Fitch note		37 50	
		" Interest thereon		8 05	
	12.	" Jas. A. Lemmon note		39 00	
		" Interest thereon		8 19	
	13.	" M. Mullany note, $8.75; int., $1.84		10 59	
		" H. S. Chamberlain note, $18.75; int., $3.94		22 69	
	15.	" Alex. Burnside note, $76.25; int., $16.01		92 26	
		" A. Lemmon note, $105; int., $22.05		127 05	
	16.	" Wm. Turnbull note, $25; int., $5.25		30 25	
		" Wm. Harris note, $10; int., $2.10		12 10	
		" A. Grashus note, $52.50; int., $11.03		63 53	
July	16.	" N. W. Kittson note		313 75	163
		" Interest thereon		65 89	
		" J. H. Schurmeur note		58 75	
		" Interest thereon		12 33	
		" Thos. Follett note, $10; int., $2.10		12 10	
		" S. H. Chute		285 97	
	18.	" Jacob Schuler note, $77.50; int., $16.28		93 78	
	20.	" Steele, Miller & Prince note		509 75	
		" Interest thereon		107 05	
		" Claggett & Crosby note, $22.50; int., $4.73		27 23	
	21.	" W. B. Litchfield note, $56.25; int., $11.80		68 05	
		" 1st. Div. St. P. & P. R. R. Co. note		563 88	
		" Interest thereon, 3 yrs		118 41	
	25.	" Cornelius Thell, 3 notes and int		226 87	
	28.	" S. M. Ricker note, $11; int. $2.31		13 31	
Aug.	24.	" Geo. B. Reed note		25 00	
		" Interest thereon, 3 yrs. and 15 ds		5 40	
Dec.	3.	" R. L. Weins note		38 00	
		" Interest thereon		9 35	
	31.	" R. W. Sire, taxes of 1869 on lot 5, B 81, Kittson's Add., erroneously charged		12 25	
1871.					
Jan'y	31.	" John S. Prince, old account, for note of Baptist Church, collected in Aug. 9, 1870, belonging to Chouteau; interest thereon, one yr		10 50	
					$2,577 52
					*$5,166 51

* Error 4 cents in addition.

John S. Prince, Agent, in acc't

164 DR. P. CHOUTEAU JR. & CO.

1871.				
Mar. 20.	To Chouteau & Maffitt; this am't transferred to balance		$4,094 49	
	" Balance down		3,584 59	
				$7,679 08
1871.				
Jan'y 16.	To Rev. Stamp on 2 deeds to Prince		$1 50	
M'ch 15.	" Stamp on deed to Meley		50	
June 5.	" " " Chamberlin		50	
July 12.	" R. Hefferman, notary fees to July 1, '71		5 25	
Aug. 2.	" Rev. Stamp on deed to Chute		1 50	
Dec. 31.	" " " " Mrs. Russell		1 00	
	" Sarpy Heirs, this am't per draft this day to balance acc't		594 71	
	" R. W. Sire, this am't per draft this day to balance acc't		208 40	
	" P. Hefferman, making and acknowledging deed to Chute		1 75	
1872.				
Jan'y 12.	" Com. on 5 per ct. on $1,696		84 80	
26.	" Taxes of 1871, Ramsey County		231 29	
31.	" P. Chouteau, Jr., this am't to bal. acc't.		779 20	
	" Julia Maffitt, " " "		412 90	
	" Balance down		2,957 32	
				$5,280 62
1872.				
Mch. 1.	" Taxes on lots 1, 13 and 14, B 13, Hastings			$13 30
	" Exchange on draft from Hastings		35	
	" " " St. Louis		37	
	" Draft on St. Louis		150 00—	150 72
Dec. 7.	" Judgment in favor of Oliver Ames, 1028 and int		750 00	750 00
	" Recording satisfaction			1 00
31.	" Tax for grading Mississippi St			7 00
1873.				
Feb. 21.	" P. Chouteau, this am't to bal. acc't		1,019 97	
	" Julia Maffitt, " " "		86 30	
	" R. W. Sire		569 68	
	" Sarpy Heirs		969 01	
	" Sam'l Magafflin		118 98	
				$2,763 94
	" Com., 5 per ct. on $780 on Music Hall Stock			39 00
12.	" Taxes in Dakota Co			168 45
21.	" Draft on St. Louis to bal. acc't			43 18
M'ch 3.	" Profit and loss, to bal. acc't			500 00
1873.				
June 4.	" Taxes, Lot 4, B 96, Hastings		$1 53	
	" Hastings' Gazette bill of 1873		5 00	
	" Fees and Exchange to Claggett		1 50—	8 03
Sept. 8.	" Claggett & Crosby on Kramer collection		2 00	
	" Exchange on draft		20—	2 20
Dec. 31.	" Balance down.			434 27
				$444 50

with P. Chouteau, Jr., & Co.

165		P. CHOUTEAU, JR., & CO.	CR.	
1871.				
Jan'y 1.	By	Balance down		$3,892 78
M'ch. 20.	"	Julia Maffitt, this am't transferred	$2.753 32	
	"	Chs. P. Chouteau, this am't transferred	1.032 98	
				3,786 30
				$7,679 08
	By	Balance down		$3,584 59
May 27.	"	Geo. B. Reed note	$27 50	
	"	Interest on same	5 78—	33 28
Aug. 8.	"	Baptist Church Asso. note	150 00	
	"	Interest thereon, two years	21 00—	171 00
Dec. 26.	"	S. H. Chute, for one note for	134 71	
July 16,'70.	"	Interest thereon 2 yrs. 5⅓ mos., @ 7 p. c.	23 04—	157 75
July 17,'70.	"	One note for	142 98	
	"	Interest one year 5⅓ mos	14 45—	157 43
1872.				
Jan'y 29.	"	Mrs. Russell, on lot		516 18
31.	"	Int. and exchange entered on $3,584.59, one year to Jan'y 1, '72	250 92	
	"	House Exp. acc't., am't H. Russell's bill	404 47—	660 39
				$5,280 62
1872.				
Jan'y 31.	By	Balance down		$2,957 32
M'ch 21.	"	F. Brackle, sale of 2, B 36, Hastings, in part		150 00
Oct. 19.	"	Baptist Church note	$150 00	
	"	Interest thereon	33 35—	183 35
Nov. 2.	"	F. Brachte note	150 00	
	"	Interest thereon	8 92—	158 92
1873.				
Feb'y 21.	"	Int. and exchange entered on $2,957.32, @ 7 per cent. for one year		207 00
19.	"	Sale of $1,300 Music Hall Stock, @ 60c		780 00
167		Forward		$4,436 59
1873.				
Ap'l 10.	By	Sale of Lot 4, B 135, Hastings	$175 00	
May 29.	"	Part pay't Lot 5, B 66, "	50 00	
June 4.	"	Sale of Lot 4, B 96, "	50 00	
July 7.	"	Sale of Lot 5, B 69, "	100 00	
Sept. 8.	"	Kramer, 2 notes	25 00	
	"	Interest thereon	12 00	
Nov. 17.	"	John F. Hornish note, $23.75; int., $8.75	32 50	
			$444 50	
1874.				
[illegible] 3.	By	Balance down		$434 27

168 *No. 2.—P. Chouteau, Jr., & Co.,*

169 DR. P. CHOUTEAU, JR., & CO.

1874.					
Sept.	17.	To Sarpy heirs, Sept. 8, '73, for two notes of H. Kramer erroneously credited...			$25 00
	17.	" Interest thereon			12 00
	17.	" I. T. Norish, note Nov. 17			23 75
	17.	" Interest thereon			8 75
	19.	" Com. 5 per cent. on $375			18 75
	19.	" P. Hefferman, bill of notary fees for 1872 and '73			15 00
	25.	" P. Chouteau, Jr., & Co			172 05
M'ch	24.	" Taxes of 1873, Ramsey County	$812 96		
	24.	" " " 1873, Dakota "	148 21		
					161 17
					$436 47
Feb'y	20.	To Kranz, 5 per cent. com. on sale of lot 1, B 80, Hastings	$3 75		
	20.	" Taxes thereon	1 32—		$5 07
May	19.	" Claggett & Searles com. on sale	25 00		
	19.	" Recording mortgage	1 50		
	19.	" Exchange	35		
	19.	" Taxes on lots, B. 96	6 65—		33 50
June	12.	" " of 1873, Dakota Co			146 63
Aug.	31.	" Delinquent taxes on lots, Hastings			32 75
Nov.	30.	" Com. on sale lots 3 and 4, B. 87, to Claggett & Searle	6 25		
	30.	" Recording m'tg	1 50		
	30.	" Exchange on draft	15—		7 90
Dec.	16.	" Claggett & Searles com	2 50		
	16.	" Exchange	25—		2 70
	31.	" Balance			319 86
171					$548 41
1875.					
Feb'y	27.	To P. Hefferman, bill notary fees, 1874			$20 55
	5.	" Special tax for grading and sewer Broadway			454 70
M'ch	5.	" Taxes of 1874, Dakota Co			118 09
	5.	" Com. as per acc't rendered			33 75
	5.	" Balance			280 85
					$907 64
A'pl	8.	To Expenses and services going to New York and back, Oct. 10, '74			$250 00
May	1.	" Taxes of 1874, lots 19 and 20, B. 2, Hastings	50		
	1.	" Com. to Claggett & Co	$2 50		
	1.	" Exchange on draft	25—		3 25
	14.	" " " Steppin d'ft			25
July	19.	" Recording Dudley m'tg			1 75
Aug.	6.	" Taxes in excess lots 9 and 10, B. 30			10 53
	28.	" " delinquent in Dakota Co			16 11
Sept.	2.	" Bal. taxes			25

to January 1st, 1879.

170 P. CHOUTEAU, JR., & CO. CR.

1874.				
Jan'y 2.	By	Balance down		$434 27
Feb'y 17.	"	Sarpy heirs, Sept. 8, '73, paid Claggett & Crosby fees in collection of Kramer notes		2 20
				$436 47
Feb'y 20.	By	Sale of lot 1, B 80, Hastings		$69 93
M'ch 6.	"	Pt. payment sale lots 1 and 2, B. 96, Hastings		25 00
May 19.	"	Bal. on sale of lots 1 and 2, B. 96, Hastings	$56 35	
19.	"	Sale of lot 3, B. 31, Hastings, in part	150 00—	206 35
19.	"	Unpd. tax acc't, this amount erroneously charged Ap'l and June		146 63
Nov. 30.	"	Sale of lots 3 and 4, B. 87, Hastings		50 00
Dec. 16.	"	Sale of lot 1, B. 97, Hastings, in pt		50 50
				$548 41

172

1875.				
Jan'y 2.	By	Balance		$319 86
M'ch 4.	"	Steer Bros. for strip and taxes on same, front L. W. S. Broadway		280 85
Ap'l 8.	"	D'ft favor C. P. Chouteau to bal. acc't		306 93
				$907 64
May 1.	By	Balance		$280 85
1.	"	Sale of lots 19 and 20, B. 2, Hastings		50 00
14.	"	A. Steppin	$116 00	
14.	"	Interest thereon	11 75—	127 75
Aug. 14.	"	Bal. sale lot 5, B. 66	50 00	
14.	"	Int. on above, 2 yrs. @ 7 per cent	7 00—	57 00
Oct. 13.	"	Sale lot 5, B. 30, Hastings	100 00	
13.	"	Less com. and taxes	21 40—	78 60
Nov. 18.	"	Sale lots 5 and 7, Hastings $300		
18.	"	Int. since sale 11—	311 00	
18.	"	Less Claggett com. and exchange	15 50—	295 50

Jan'y

No. 2.—P. Chouteau, Jr., & Co.,

DR. P. CHOUTEAU, JR., & CO.

1876.					
Feb.	3.	"	Delinquent Hastings tax		10 33
Ap'l	15.	"	Gov. Davis, retained for suit		103 50
May	22.	"	Taxes Dakota Co. 1875		116 62
	29.	"	Com. on above taxes		5 83
June	15.	"	Com. and exchange to Claggett & Searles on sale of L. 4, B. 82		2 75
	30.	"	Balance to "New L".		1,101 33
173					$1,622 50
1876.					
Aug.	19.	To	E. K. Stone for notary fees, as per bill rendered		85 25
	21.	"	Claggett & S. fees	$8 75	
	21.	"	Exchange	15—	8 90
Sept.	2.	"	Ramaley & Co. bill		25 00
	29.	"	Express ch'g's, real estate book ret'd		1 00
Oct.	25.	"	Rep. Map, Kittson's Add		50
Nov.	13.	"	Davies, O'Brien & Wilson, att'y fees		100 00
1877.					
Jan.	10.	"	Express ch'g's to St. Louis, Jan'y 8, '77.		25
	12.	"	Recording papers, see bill		15 00
M'ch	5.	"	Acknowledging deed		25
	22.	"	" release of Steppin mt'g.		25
June	2.	"	Dakota Co. tax for 1876		130 00
July	19.	"	Gilfillan settlement claim for lots		800 00
Nov.	14.	"	Davies, O'Brien & Wilson, fees Barlow suit		368 50
1878.					
May	15.	"	Dakota Co. tax 1877		135 23
Aug.	30.	"	J. B. & W. H. Sanborn, retainer in Sanford suit		125 00
Dec.	31.	"	Error charged Chas. P. Chouteau, bill of Davis, O'Brien & Wilson, Barlow *vs.* Chouteau		768 25
	31.	"	Com. acc't services to date		500 00
					$2,983 38

to January 1st, 1879.—(continued.)

P. CHOUTEAU, JR., & CO. CR.

Dec.	31.	By C. P. Chouteau cash from Dudley July 14, cr. erroneously		682 80
June	15.	" Sale of lot 4, B. 82, Hastings		50 00
				$1,622 50

174

1876.				
July	1.	By Bal. Ledger A		$1,101 33
	8.	" Austin Steppin note	$116 00	
	8.	" Int. on same	24 78—	140 78
	17.	" Jno. Dudley note	600 00	
	17.	" " " int	60 50—	660 50
Aug.	21.	" Pt. cash sale lots 11 and 12, B. 12, Hastings		50 00
	13.	" Claggett & Searles for sale of lots 1 and 2, B. 72, Hastings, less ch'g's		43 25
Oct.	19.	" Jno. McCauley for 50 ft. strip on Broadway in front of lot, (see Chouteau Real Estate book, page 6.)	50 00	
	19.	" Int. for 10 yrs. @ 7 per cent	35 00	
	19.	" Taxes and assessment for grading, sewer, &c.	230 85	
	19.	" Int. on same	34 15—	350 00
1877.				
May	25.	" N. Steppin note	118 00	
	25.	" Interest	35 20—	153 20
Aug.	22.	" Sale of lots 11 and 12, B. 12, Hastings		68 75
1878.				
Aug.	15.	" " " 11 and 12, add'n No. 13 to Hastings	62 50	
	15.	" Interest 2 yrs. on note	12 50—	75 00
Dec.	31.	" P. Chouteau, Jr., to bal. acc't		340 57
				$2,983 38

175 *John S. Prince, Agent, in*

176 DR. R. W. SIRE.

1869.				
Nov. 11.	To D'f't on St. Louis this day		$500 00	
	" Exchange on draft		1 25—	$501 25
1871.				
Feb. 21.	To Com. acc't for 2½ per cent. on $5,889.98 colls., per acc't rendered			147 25
Feb. 12.	" Taxes of Ramsey Co. for 1869		167 40	
	" " " Hennepin Co. for 1869		27 82	
Feb. 25.	" D'f't on St. Louis to J. H. Cone		123 55	
	" Exchange on d'f't		31—	319 08
Mar. 11.	" Taxes on Benton County			6 87
				$974 45
1870.				
May 2.	To Com. 1 per cent. on $3,258.33 draft		$32 58	
	" Exchange on above		8 06—	$40 64
May 10.	" Draft on St. Louis			3,217 69
				$3,258 33
1870.				
June 21.	To Rev. Stamp lease to Schurading			$0 50
July 13.	" Recording deed at Sauk Rapids		$1 00	
July 25.	" " " in Hennepin Co		1 00—	2 00
Dec. 2.	" 100 ft. sidewalk in front of lots 1, 2, 3, 4, B 14, Kittson's Add			50
Dec. 29.	" Bill of recording		1 25	
Dec. 31.	" Draft on St. Louis		2,871 00	
	" Com. & Ex. thereon		29 00—	2,901 25
	" 100 ft. sidewalk in front of lots 1, 2, 3, & 4, B 14, Kittson's Add., omitted in page 184			50 00
	" Com. 5 per cent. on $423.44			21 17
1871.				
Jan. 25.	To Taxes of 1870, Hennepin Co			24 08
1870.				
Dec. 31.	To P. Chouteau, Jr., & Co., taxes of 1869 on L 5, B 81, Kittson's Add. (erroneously ch'g'd)			12 25
Feb. 14.	To Taxes of 1870, Ramsey Co			290 70
May 15.	" " " " Benton Co			6 16
				$3,358 11

178

1871.				
June 5.	To A. Parke, Trustee, tax receipt. Mille, Lac Co. to Kahn for coll		$8 99	
	" W. R. Beal, as above		23 63—	$32 62
1872.				
Jan. 12.	" Com. 5 per. cent. $364.37			19 72
Jan. 25.	" Taxes in Benton Co		6 68	
	" Taxes, 1871, Hennepin Co.		32 10—	38 78
Feb. 15.	" Tax receipt, 1871, Ramsey Co			306 85
Mar. 15.	" Com. acc't, this am't in Ramsey Co. tax, to bal			16 12
				$414 09

acc't with R. W. Sire.

177 R. W. SIRE. CR.

1869.				
Nov. 1.	By Balance from old ledger.....			$974 45
				$974 45
1870.				
May 10.	By Minn. Valley R. R. Certificate.....	$3,000 00		
	" Interest thereon 1 mo. & 10 d'ys.....	258 33—		$3,258 33
				$3,258 33
1870.				
Oct. 1.	By C. Schenending, 3 mo. rent.....			$25 00
Dec. 12.	" C. Schuelding, 3 mo. rent.....			25 00
Dec. 31.	" 2 notes Minn. Valley R. R.—			
	1 note 2 years.....	$1,750 00		
	1 note 2 years.....	750 00		
	By 2 years' int. thereon.....	400 00—		2,900 00
1871.				
Feb. 11.	By Chas. P. Chouteau, for def't on J. H. Cahn.....			158 11
Feb. 28.	By Int. on note Jan'y 6, '71.....			250 00
				$3,358 11

179

1871.				
Feb. 14.	By Schuneding, tax on improvements on lot 1, B 33, for 1870.....			$7 20
Mar. 2.	By Schuneding, 3 mo. rent.....			25 00
Mar. 15.	" Jno. C. Meley, note.....	$73 75		
	" Int. thereon 3¼ years, at 7 per cent.....	18 49—		92 24
June 10.	" Schuneding, 3 mo. ground rent.....			25 00
Sept. 11.	" " " "			25 00
Dec. 2.	" " " "			31 25
Dec. 31.	" P. Chouteau, Jr., & Co., this am't per d'f't this day to bal. acc't.....			208 40
				$414 09

John S. Prince, Agent, in

DR. R. W. SIRE.

1872.			
Nov.	12.	To Delinquent tax on Bl'k 57, lot 3	$19 82
Dec.	31.	" Tax for grading Miss. St	23 00
1873.			
Jan.	1.	To Assessment for grading and bridging 7th St	129 00
			$171 82
1873.			
Jan.	1.	To Balance forward	$15 52
Jan.	30.	" Taxes of 1872 in Benton Co	21 41
Feb.	21.	" Com. 5 per cent. on $681.13	34 05
Feb.	5.	" Taxes of 1872 on Hennepin Co	56 98
Feb.	15.	" " " " Ramsey Co	409 38
Mar.	3.	" Profit and loss, this am't to bal. acc't	32 34
			$569 68

acc't with R. W. Sire.—(continued.)

R. W. SIRE. CR.

1872.			
Mar. 4.	By Capt. Rollins, tax on lots 3, 4, & 5, St. Anthony, for use thereof		$10 80
	By C. Schneeling, taxes on improvements, lot 1, B 33, Kittson's Add		8 00
Mar. 12.	By C. Schmeding, 3 mo. rent		31 25
June 12.	" Schmeding, 3 mo. rent		31 25
Sept. 16.	" C. Schmeding, 3 mo. rent		37 50
Dec. 17.	" Schmeding, 3 mo. rent		37 50
Dec. 31.	" Balance down		15 52
			$171 82

1873.			
Feb. 21.	By P. Chouteau, Jr., this am't to bal. acc't.		$569 68
			$569 68

1873.			
Mar. 19.	By Schunending, bal. on rent.	$12 50	
	" Taxes on imp'v'ts	4 30—	$16 80
Mar. 18.	" Schmeding on acc't of rent		25 00
June 21.	" " " "		30 00
Oct. 3.	" C. Schmeding, 3 mo. rent		43 75
1874.			
Jan. 8.	" C. Schneeding, 3 mo. rent		43 75
	(end of Journal.)		

180 *No. 2.—Mrs. R. W. Sire to*

181 DR. R. W. SIRE.

1874.			
Feb. 24.	To com. 5 per cent. on $669.86		$33 49
March 24.	" Taxes of 1873, Ramsey county	$574 56	
	" " 1873, Hennepin county	68 26	
	" " 1873, Benton	27 04—	669 86
			$703 35
1874.			
May 30.	To special tax grading Broadway		$226 00
Sept. 22.	" " " " 3d street		317 50
Dec. 11.	" " " Broadway sewer		183 00
31.	" Balance		42 33
			$768 83
1875.			
Feb. 4.	To imp't tax Schuneding	$6 00	
	" com. 5 per cent on $726.50	36 36—	$42 33
1875.			
March 5.	To taxes of 1874, Ramsey county	636 45	
	" " 1874, Hennepin county	74 93	
	" " 1874, Benton	14 28--	725 66
	" com. as per acc't rendered		36 28
183			$761 94
1875.			
Nov. 30.	To sidewalk cor. 7th & Willius		$29 70
July 30.	" Laying sidewalk 7th & Willius		8 25
Aug. 31.	" 120 ft. sidewalk cor. 9th & Broadway		43 20
Oct. 23.	" P. Chouteau, Jr., & Co., taxes charged wrong ac't		38 90
1876.			
Feb. 8.	To taxes Hennepin Co	$102 63	
	" " Benton Co	15 37—	118 00
11.	" " Ramsey Co., 1875		665 90
23.	" Balance assessm'ts unpaid	81 25	
	" 5 per cent. on $1,010.20	50 51—	131 76
			$1,035 71
1876.			
Dec. 30.	To taxes of Ramsey Co., 1876	$412 80	
	" " Hennepin Co., 1876	82 60	
	" " Benton Co., 1876	16 29—	$511 69

January 1st, 1879.

182 R. W. SIRE. CR.

1873.			
March 19.	By Schuneding bal. rent	$12 50	
"	Taxes imp'ts	4 30—	16 80
21.	" Schuneding on ac't		30 00
Oct. 3.	" " " 3 mos. rent		43 75
1874.			
Jan.y 8.	" " " 3 "		43 75
Feb. 25.	" Chas. P. Chouteau, d'f't sent him to bal. ac't		544 05
1873.			
March 18.	" Schuneding on ac't rent		25 00
			$703 35
1874.			
March 11.	By Schuneding, 3 mos. rent		$43 75
June 13.	" " on ac't	$30 00	
16.	" " bal. rent	3 75	
"	" " on ac't	10 00	
"	Taxes on imp'ts, 1873	6 00—	49 75
Sep. 12.	" Schuneding, 3 mos. rents		50 00
Oct. 10.	" Draft } from her	600 00	
"	" Currency }	25 33—	625 33
			$768 83
1875			
Jan'y 2.	By balance down		$42 33
1875.			
Feb. 24.	By one year's ground rent of lots 1, 2, 3, and 4, B. 14, Kittson's add		200 00
March 10.	By Trenine & Marty, 3 mos. rent		50 00
April 8.	" Chas. P. Chouteau, draft favor of him to bal. act		511 94
			$761 94

184

1875.		
Sep. 1.	By Trenine & Marty $75, less grading lot, $25	$50 00
1876.		
Jan'y 19.	By John Marty, rent to Dec. 1	37 50
Feb. 19.	" Draft on her	748 21
23.	" Rent of block 14 to Jan'y 1, 1876	200 00
		$1,035 71
1876.		
April 8.	By Marty, rent 3 mos	$37 50
July 14.	" " collected by Hefferman	37 50
Sep. 23.	" " 3 mos. ground rent	37 50
Oct. 5.	" " lease of lots 3, 4, and 5, B. 5, to Oct. 1, 1877	75 00

No. 2.—Mrs. R. W. Sire to

DR. R. W. SIRE.

1876.				
Dec. 30.	To Expense of collection of rents and paying taxes			50 00
				$561 69
1877.				
Dec. 31.	To Ramsey Co. tax, 1877		$464 40	
	" Hennepin Co. tax, 1877		97 48	
	" Benton Co. tax, 1877		17 75—	$579 63
	" Collecting rent and paying tax			50 00
				$629 63
185				
1878.				
	To municipal court fees			90
31.	" 242 ft. lumber at 14			3 38
Feb. 27.	" Grading tax lot 1, B. 38, Kittson's add.			45 00
Dec. 11.	" Laying 100 ft. sidewalk on each side of lot 1, B. 33, Kittson's add			36 00
31.	" Hennepin Co. tax, 1878		$79 77	
	" Ramsey Co. tax, 1878		306 80	
	" Benton Co. tax, 1878		19 32—	405 89
	" Commis. on collections, &c			50 00
				$541 17

January 1*st*, 1879.—(continued.)

R. W. SIRE.

			Cr.
Dec.	1.	By Jno. Marty	50 00
1877.			
Jan'y	16.	By lease of lots 1, 2, 3, and 4, B. 14, Kittson's add	200 00
Feb.	5.	By cash of her to bal. ac't	124 19
			$561 69
1877.			
March	5.	By Chas. P. Chouteau, error in crediting	$43 75
June	1.	" Jno. Marty, 3 mos	43 75
Sep.	4.	" Jno. Marty, 3 mos	50 00
Dec.	31.	" Jno. Marty	50 00
1878.			
Jan'y	19.	" lease of lots 1, 2, 3, and 4, B. 14, Kittson's addition	200 00
	9.	By d'f't on her to bal. ac't	242 13
			$629 63
186			
1878.			
March	9.	By Jno. Marty, 3 mos	$50 00
June	3.	" Jno. Marty	50 00
Sep.	2.	" Jno. Marty, 3 mos	56 25
	21.	" Clark & McClure, to January 3, 1879	62 50
Dec.	2.	" Jno. Marty	56 25
	31.	" lease of lots 1, 2, 3, and 4, B. 14, Kittson's addition	200 00
		" Draft in favor of C. P. Chouteau	66 17
			$541 17

187 *John S. Prince in acc't*

188 DR. SARPY HEIRS.

1869.				
Nov. 11.	To Draft on St. Louis this day		$1,000 00	
	" Exchange on draft		2 50—	$1,002 50
29.	" Draft on St. Louis this day		500 00	
	" Exchange on same		1 25—	501 25
	" " " draft, Hastings			25
Dec. 17.	" Taxes of Ramsey Co. for 1869		404 82	
	" " " Hennepin Co. for 1869		76 96—	481 78
Mar. 11.	" " " Benton Co.			18 27
Apr. 15.	" Com. 2½ per cent. on $10,103.76 per ac't rend'd			252 59
	" Draft on New York		835 92	
	" Exchange on draft		2 10—	838 02
				$3,094 66
1870.				
Mar. 12.	To Com. 2½ per cent. on $536.93			$13 42
May 14.	" Draft on New York this day		$522 21	
	" Exchange on same		1 30—	523 51
				$536 93
1870.				
Aug. 31.	To J. C. Terry, laying 100 ft. sidewalk, Sibley St. bet. 7th & 8th Sts.			$45 00
Oct. 15.	" 1,632 ft. 2 x 6—16 sidewalk			
	" 600 ft., 4 x 6, sidewalk, 100 ft. @ 50ct.			50 00
Dec. 31.	" Com. 5 per cent. on $811.75			40 59
1871.				
Jan'y 25.	" Taxes of 1870, Hennepin Co.			67 05
Feb'y 14.	" " " " Ramsey Co.			619 20
May 15.	" " " " Benton Co.			30 53
190				$852 37
1871.				
May 19.	To 400 ft. 1 x 2—16—17	$6 80		
	" 2,133 ft. com. bds. 16	34 12		
	" 25 posts 15	3 75		
	" 50 ps. 2 x 4—16—25—33—16	8 53—		$53 20
June 26.	" 303 ft., length 4 x 6=1,818 ft.—16		$29 08	
	" 303 ft. 8-foot sidewalk, 4,848 ft. 16		77 56	
	" 5 days' labor		10 00	

with Sarpy Heirs.

189 SARPY HEIRS. CR.

1869.				
Nov. 1.	By balance from old ledger			$2,133 57
22.	" Jno. Estergren note	$58 75		
	" Interest thereon	13 36		
29.	" D. H. Valentine note	380 00		
	" Interest thereon	86 80—		538 91
Dec. 9.	" Jno. S. Prince, for 3 notes, each $81.25, of N. Miles	243 75		
	" Interest thereon 3 years 3 months at 7 per cent	52 24		
	Less the following am'ts paid thereon:			
	Cash Cr. Sarpy Heirs on August 21, 1862	$47 35		
	Int. thereon 2 yrs. and 3 mos. at 7 per cent	7 73		
	Cash on acct. August 21, 1868	51 30		
	Int. thereon 1 yr. 3 mos. at 7 per cent	4 48—	110 86—	185 13
17.	" Orion Judkins note		55 00	
	" Int. thereon		12 70—	67 70
1870.				
Jan'y 18.	" Smith & Lewis, 1 yr. rent			160 00
Feb'y 21.	" Hennepin Co. tax refunded			9 35
				$3,094 66
1870.				
May 12.	[Omitted to be credited August 21, 1869:] By John S. Prince for am't of H. H. Sibley note	$387 50		
	" Interest thereon	81 38		
	" C. F. Overman note	56 25—		$525 13
	" Interest thereon			11 80
				$536 93
June 17.	By F. Donnelly on ground rent			$20 00
Oct. 19.	" P. Casserly note	$27 50		
	" Interest thereon	10 40—		37 90
1871.				
Jan'y 25.	" Smith & Lewis 1 yr. rent			415 00
Feb'y 11.	" Chas. P. Chouteau for draft on Louis V. Bogy			379 47
				$852 37

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1871.		
Feb'y 11.	By F. Donnelly for taxes of 1870 on improvements on lot 4, B 32, Kittson's Add. for 1870	$6 00
June 10.	" Smith & Lewis, 6 mo. rent	250 00
July 31.	" Lumber acc't for am't of bill, June 26, 1871, charged back	170 65
Oct. 5.	" Smith & Lewis, 3 mos. rent	125 00

John S. Prince, in acc't

DR. SARPY HEIRS.

1871.			
June 20.	To 200 spikes	10 00	
	" 324 ft. length, 4 x 6=648 ft. 16	10 36	
	" 1,728 ft. length 8-foot sidewalk 16	27 65	
	" 3 days' labor	6 00—	170 65
	" 200 ft. sidewalk north and east of block 2 Whitney & Smith's Add., at 45c...		184 95
1872.			
Jan'y 12.	" Com. 5 per cent. $1,048.30		52 41
25.	" Taxes in Benton Co.	32 93	
	" " of 1871 Hennepin Co	89 40—	122 33
Feb'y 15.	" " " 1871 Ramsey Co		653 60
29.	" Com. acc't, this am't on Ramsey Co. tax to balance		34 22
			$1,271 36
1872.			
Dec. 6.	To Special assm'n't on block 2, Whitney & Smith's Add		$197 85
1873.			
June 1.	" Ass'm't for grading and bridging 7th street		80 00
	" Balance down		236 55
			$514 40
1873.			
Jan'y 30.	To Taxes of 1872 in Benton Co		$57 54
Feb'y 21.	" Com. 5 per cent. on $1,400..		70 00
5.	" Taxes of 1872, Hennepin Co.		146 76
15.	" " " 1872, Ramsey Co.		871 02
Mar. 3.	" Profit and loss, this am't to bal. acc't....		60 24
			$1,205 56

with Sarpy Heirs.—(continued.)

		SARPY HEIRS.	CR.
Dec.	31.	By Smith & Lewis, 3 mos. rent.....	125 00
		" P. Chouteau, Jr., Co., this am't for draft this day to bal. acc't.....	594 71
			$1,271 36
1872.			
Mar.	4.	By Capt. Rollins, tax on lots 6, 7, 8, and 9, St. Anthony, Blk. 7, for use thereof.	$14 40
April	4.	" Smith & Lewis, 3 mos. rent.....	125 00
Dec.	31.	" " " " " "	375 00
			$514 40
1873.			
Jan'y	11.	By Balance down.....	$236 55
Feb'y	21.	" P. Chouteau, Jr., & Co., this am't to bal. acc't.....	969 01
			$1,205 56

192 *No. 2.—Sarpy Heirs to*

193 DR. SARPY HEIRS.

1874.				
Feb'y 19.	To com. 5 per cent. on $1,474.27			$73 71
	" P. Chouteau, Jr., & Co., paid Claggett & Crosby fees in collection of Kramer notes			2 20
March 21.	To taxes of 1873, Ramsey Co.	$1,222 48		
	" " 1873, Hennepin Co.	175 89		
	" " 1873, Benton Co.	27 04—		1,425 41
	" " 1873, " Co.	46 66—		46 66
				$1,547 98
1875.				
March 5.	To taxes of 1874, Ramsey Co.	$1,201 57		
	" " 1874, Hennepin Co.	234 27		
	" " 1874, Benton Co.	48 87—		$1,484 71
	" com. as per acc't rend'd.			74 23
				$1,558 94
1875.				
Aug. 31.	To 150 ft. sidewalk, 7th & John sts., 37	$55 50		
	" 59 " 7th " 39	21 83—		$77 33
Sept. 22.	" taxes, lot 8 & 9, By., St. Anthony			26 65
Nov. 8.	" draft sent them.			2,853 33
24.	" recording deed, Minneapolis	1 25		
Dec. 7.	" " Benton Co.	1 25—		2 50
1876.				
	Ass'm't, grading 100 ft. Sibley street			73 00
Jan'y 27.	To express chgs. on deeds			50
Feb'y 7.	" taxes Benton Co. & Hennepin Co.			277 54
Feb'y 11.	" tax refunded Benton Co.	76		
	" check for bal. " tax.	9 66—		10 42
11.	" Ramsey Co. tax, 1875			1,204 17
23.	" balance assmts. unpaid.	110 35		
	" com. acc't, 5 per cent. on $4,635.29	231 76—		342 11
				$4,867 55

195

1876.				
July 1.	To balance Ledger A.			$ 50
Dec. 30.	" tax, Ramsey county, 1876	$742 40		
	" " Hennepin " 1876	197 07		
	" " Benton " 1876	48 83—		988 30
	" expenses collection of rents and paying taxes			60 00
				$1,048 80

January 1, 1879.

194	SARPY HEIRS.		CR.
1873.			
April 30.	By Jas. A. Lemmon, 3 notes, given for purchase of lots, St. Anthony	$180 00	
	" interest thereon from Aug. 1, '66	83 85—	$263 85
July 17.	" Smith & Lewis		250 00
1874.			
Feb'y 17.	" P. Chouteau, Jr., & Co., for 2 notes of H. Kramer, erroneously credited	25 00	
	" interest thereon	12 00	
	" J. F. Horish, note	23 75	
	" interest thereon	8 75—	69 50
25.	" Chas P. Chouteau, for dft., to bal. acc't, sent him		714 63
20.	" Smith & Lewis, 6 mos. rent		250 00
			$1,547 98
1874.			
Aug. 3.	By Smith & Lewis, 6 mos. rent		$250 00
1875.			
March 4.	" " 3 "		250 00
April 8.	" Charles P. Chouteau, draft sent him to bal. acc't		1,058 94
			$1,558 94
1875.			
Nov. 8.	By sale l. 1, b. 38		$2,000 00
	" 5 yrs. & 4 mos. int., at 8 per cent		853 33
1876.			
Jan'y 20.	" Smith & Lewis, rent to January 1		500 00
Feb'y 19.	" Draft on them		1,513 72
	" balance		50
			$4,867 55

196			
1876.			
Aug. 5.	By Smith & Lewis, to July 1, '76		$250 00
Oct. 5.	" lease of lots 8, 10, 11, b. 4, and 10, 11, 12, b. 5, to Walker & Carp, St. Anthony		150 00
1877.			
Jan'y 4.	" Smith & Lewis		250 00
31.	" cash of them to bal. acc't		398 80
			$1,048 80

No. 2.—Sarpy Heirs to

DR. SARPY HEIRS.

1877.				
Dec. 31.	To Ramsey Co. tax, 1877	$835 20		
	" Hennepin Co. tax, 1877	232 74		
	" Benton Co. tax, 1877	53 02—		$1,120 96
	" commission paying tax and collecting rent			50 00
				$1,170 96
1878.				
Jan'y 2.	To Municipal Court fees			$8 (5
Feb'y 27.	" grading tax lot 1, b. 51, Kellson's add			45 00
March 25.	" recording quit-claim deed			1 25
30.	" building sidewalk, lots 1 and 10, b. 10, Borup's add. to Minneapolis			98 23
	" grading ass'm't, lots 1, 2, and 3, b. 51, Kittson's add			213 75
Dec. 31.	" tax of Ramsey Co., 1878	$592 80		
	" " Hennepin Co., 1878	171 80		
	" " Benton Co., 1878	53 30—		817 90
	" com. acc't, 5 per cent. on $1,184.18			59 20
				$1,243 38

January 1, 1879—(continued.)

		SARPY HEIRS.	CR.
1877.			
July	1.	By Smith & Lewis, 6 mos.	$250 00
Jan.	4.	" "	250 00
	9.	" draft from them to bal. acc't	670 96
			$1,170 96
1878.			
Feb'y	9.	By C. Hernuger, rent	$10 00
March	13.	" " "	10 00
April	13.	" " lease	10 00
May	17.	" "	10 00
June	18.	" "	10 00
July	6.	" Smith & Lewis, 6 mos.	250 00
	20.	" C. Hernuger	10 00
Aug.	17.	" "	10 00
Sept.	18.	" "	10 00
	21.	" Clark & McClure, 6 mos.	112 50
Oct.	24.	" C. Hernuger	10 00
Nov.	2.	" J. Gottscheimer.	10 00
Dec.	2.	" " , $10, C. Hernuger, $10.	20 00
	31.	" draft in favor of C. P. Chouteau	488 88
1879.			
Jan'y	10.	" Smith & Lewis, 6 mos.	250 00
	15.	" squatters	22 00
			$1,243 38

197 *No. 1.—John S. Prince, Ag't, in acc't*

198 DR. JULIA MAFFITT.

1870.				
Ap'l	30.	To Rev. stamps on leases, stores Nos. 18 & 20	$4 00	
May	12.	" Shanley's bill, filling up doorways between stores 18 & 20.	13 00	
Aug.	31.	" Cleaning store, No. 20 Prince's Bl'k, & whitewashing..	6 00	
		" Revenue stamp on lease to Austrian	1 00	
		" Repairs on Prince's Block	90	
Sept.	20.	" Ins. prem., 1 year, on stores 18, 20, 22 & 24 Prince's Block	315 00	
Oct.	18.	" 800 ft. 2 x 6-8 " 300 " 4 x 6 " 128 " 2 x 6 " 48 " 4 x 6 } Lot 8, B. 4, Kittson's Add. 50 ft. at 50 c.	25 00	
		" 800 ft. 2 x 6 " 300 ft. 4 x 6 " Labor & nails } Lot 3, B. 18, Kittson's Add. 50 ft. at 50 c.	25 00	
		" 1,600 ft. 2 x 6 " 600 " 4 x 6 " 3 pcs. 4 x 6-S=4 " 8 " 2 x 6-16=128=176 " Labor & nails. } Lots 3 & 4, B. 19. 100 ft. at 50 c.	50 00	
		" 2,400 ft. 2 x 6 " 900 " 4 x 6 " Labor & nails } Lots 2, 3, & 4, B. 13. 150 ft. at 50 c	75 00	
		" 160 lbs. 20*d* nails, Mrs. Maffitt, 130 ft. at 70 c	91 00	
		" 1 pr. hinges.	1 08	
Nov.	30.	" Thos. Grace, for gutters on Jackson st...	98 25	
Dec.	12.	" Cleaning of sewer in M'ch '70..	8 39	
		" 100 ft. sidewalk in front of Lot 8, B. 4, Kittson's Add.	50 00	
Dec.	31.	" Acton bill, for chimney, Prince's Block.	9 75	
		" Com., 5 per cent. on $5,079.85	253 99	
		" Danforth House, to bal. acct.... $16 06		
200		" Davis " " " .... 77 90—	93 96	
		" Taxes of 1870, Ramsey county..	1,879 02	
		" Balance down.	2,753 32	
				$5,753 64
1871.				
Jan'y	1.	To P. Chouteau, Jr., & Co., this am't transferred.	$2,753 32	
		" Balance down	116 65	
				$2,869 97
M'ch	31.	To Rev. stamp, lease to Hoffman	$0 50	
		" Cleaning chimney, store No. 22.	2 50—	$3 00
		" Com., 5 per cent. on $1,511.66		75 58
Ap'l	30.	" New oven, cleaning well, Davis House...	3 25	
		" Well bucket, rope, & chain	2 00—	5 25
		" Exchange on draft sent Mrs. Maffitt		3 42
May	31.	" " on N. York to bal. to Ap'l 1, '71		1,370 07
				$1,457 32

with Julia Maffitt.

199 JULIA MAFFITT. CR.

1870.				
Ap'l	30.	By Bohwe & Wright, 3 mo. rent to Ap'l 1, '70	$500 00	
		" W. F. Davidson, 3 mos. rent	875 00	
May	31.	" Heyderstadt, 1 mo. rent	66 65	
June	30.	" Bohwe & Wright, 2 mos. rent	100 00	
July	31.	" Capt. Davidson, 3 mos. rent	875 00	
		" Heyderstadt, 1 mo. rent	66 65	
Aug.	31.	" Heyderstadt, 1 mo. rent	66 65	
		" Julius Austrian, ½ mo. rent, store 20	25 00	
Sept.	30.	" Heyderstadt, 1 mo. rent	66 65	
		" J. Austrian, 1 mo. rent	50 00	
Oct.	31.	" Heyderstadt, 1 mo. rent	66 65	
		" W. F. Davidson, 3 mo. rent	875 00	
		" Austrian, 1 mo. rent	50 00	
Nov.	30.	" Heyderstadt, 1 mo. rent	66 65	
		" Auerbach, Finch & Scheffer, 1½ mos. rent	40 00	
Dec.	1.	" Stone b'ld'g, 3 mos. rent of store 18 in January, Feb'y, & M'ch, 1870	75 00	
	31.	" Heyderstadt, rent	66 65	
		" Austrian, rent	50 00	
		" Bohur & Co., rent	40 00	
		" Austrian, rent	50 00	
		" Heyderstadt, rent	66 65	
		" Mil. & St. Paul R. R., 3 mos. rent of corner b'ld'g	875 00	
		" Davis House, for taxes, 1870, on property	48 60	
		" Danforth " " " "	43 20	
		" Pioneer B'ld'g " " "	133 20	
		" Pioneer B'ld'g, to bal. acct.	448 79	
June	30.	" Heyderstadt, 1 mo. rent	66 65	

201 $5,753 64

1871.				
Jan'y	1.	By Balance down		$2,753 32
	31.	" Austrian, 1 mo. rent	$50 00	
Feb'y	28.	" Heyderstadt, 1 mo. rent	66 65	
				2,869 97
		By Balance down		$116 65
M'ch	31.	" Heyderstadt, 1 mo. rent	$66 65	
		" Austrian, 1 mo. rent	50 00—	116 65
Ap'l	30.	" Austrian, 1 mo. rent	50 00	
		" Heyderstadt, 1 mo. rent	66 65	
		" Mil. & St. P. R. R., 3 mos. rent	875 00—	991 65
		" Pioneer B'ld'g, this am't to bal. acct.	124 70	
		" Danforth House, " " "	42 00	
		" Davis " " " "	57 00—	223 70
		" Balance down		8 67
				$1,457 32

No. 1.—John S. Prince, Ag't, in acc't

DR. JULIA MAFFITT.

1871.				
	To Balance down			$8 67
June 30.	" Painting front of stores	$76 10		
	" Thos. Grace, repairs on building	6 00		
	" Williams' bill for stone block	44 95—		127 03
	" Jno. S. Prince, ins. prem. on Davis House, 1 year			7 50
	" Miles' bill			5 00
July 12.	" Com., 5 per cent. on $1,491.66			74 58
17.	" Draft on St. Louis to bal. acc't	1,265 68		
	" Exchange on draft	3 18—		1,268 86
				$1,491 66

202

Aug. 1.	To Rep. sidewalk, store No. 22, Prince Block	$5 73		
	" Rep. gutter from " "	5 00		
31.	" Prendergast Bros., for bill of repairs on roofs	148 57		
Sept. 30.	" Insurance prem., Prince's Block, 1 year.	236 25		
	" Com., 5 per cent. on $1,744.96, report to Oct. 1, '71	87 25		
	" Exchange on draft	3 16—		$485 96
Oct. 31.	" D'ft this day to bal. acc't to Oct. 1, '71	1,259 00—		1,259 00
				$1,744 96

204

Oct. 31.	To Prem. on $750 on Davis House	$7 50		
	" Prem. on $1,200 on Davenport House	18 00		
	" Prem. on $3,000 on Pioneer B'ld'g	45 00—		$70 50
	" Prem. on $18,900 on L. & L. & G., Prince's bl'k			261 45
Dec. 16.	" 160 ft. 2d flooring, 32 $5 12			
	hauling load 50			
	for Davis House storm door			5 62
1872.				
Jan. 31.	" Rev. stamp on lease to Blaze			50
	" 2½ days' labor cleaning stores			3 75
	" Com., 5 per cent. on $1,864.98			93 23
Feb. 29.	" Tax receipt of 1871, Ramsey county			1,842 81
	" Balance down			83 39

with Julia Maffitt—(continued.)

JULIA MAFFITT. CR.

1871.				
May 31.	By Heyderstadt, 1 mo. rent	$66 65		
	" Austrian, 1 mo. rent	50 00		
	" J. C. Boyden, 1 mo. rent	33 35		
	" Danforth House, 1 mo. rent	20 00		
	" Winters, 2 mos. rent	40 00—	$210 00	
June 30.	" F. J. Hoffman, 1 mo. rent	33 33		
	" Heyderstadt, 1 mo. rent	66 65		
	" Austrian, 1 mo. rent	50 00		
	" Danforth House, 1 mo. rent	20 00—	169 98	
203	" Chas. P. Chouteau, for 1 mo. rent from Boyden, June 3, erroneously credited		33 25	
	" Heyderstadt, 1 mo. rent	66 65		
	" Hoffman, 1 mo. rent	33 33		
	" Chas. T. Miller, 3 mos. rent	875 00		
	" J. C. Boyden, 1 mo. rent	33 35		
	" Austrian, 1 mo. rent	50 00		
	" Austrian, 1 mo. rent	20 00—	1,078 33	
			$1,491 66	
July 31.	By Geo. Winters, 2 mos. rent		$40 00	
Aug. 31.	" Heyderstadt, 1 mo. rent	$66 65		
	" Austrian, 1 mo. rent	50 00		
	" Boyden, 1 mo. rent	33 35		
	" F. J. Hoffman, 1 mo. rent	33 33		
	" E. Simonton, 1 mo. rent	20 00		
	" Winters, 1 mo. rent	20 00		
Sept. 30.	" Heyderstadt, ½ mo. rent	33 33		
	" Clifford Steele, 3 mos. rent	300 00		
	" Austrian, 1 mo. rent	50 00		
	" Simonton, 1 mo. rent	20 00		
	" Chas. P. Chouteau, 1 mo. rent each from Hoffman & Boyden for Sep., '77, Pioneer B'ld'g, erroneously cr.	66 66		
Oct. 31.	" F. J. Hoffman, 1 mo. rent	33 33		
	" J. C. Boyden, 1 mo. rent	33 33		
	" Austrian, 1 mo. rent	50 00		
	" C. T. Miller, 3 mos. rent	875 00		
	" Simonton, 1 mo. rent	20 00—	1,704 96	
205			$1,744 96	
Oct. 31.	By Geo. Winters, 1 mo. rent		$40 00	
Nov. 30.	" F. J. Hoffman, 1 mo. rent		33 33	
	" J. C. Boyden, 1 mo. rent	$33 33		
	" E. Simonton, 1 mo. rent	20 00		
	" Julius Austrian, 1 mo. rent	50 00—	103 33	
Dec. 31.	" Hoffman, 1 mo. rent	33 33		
	" Austrian, 1 mo. rent	50 00—	83 33	
	" Simonton, 1 mo. rent	20 00		
	" Clifford & Steele, 3 mos. rent	300 00		
	" J. C. Boyden, 1 mo. rent	33 35		
	" Geo. Winters, 2 mos. rent	40 00		
	" C. T. Miller, 3 mos. rent	8 75		
	" Hoffman, 1 mo. rent	33 33		
	" Hall & Paar, 3 mos. rent	200 00		
	" J. Austrian, 1 mo. rent	50 00		
	" J. C. Boyden, 1 mo. rent	33 35		
	" E. Simonton, 1 mo. rent	20 00—	1,605 03	

No. 1.—John S. Prince, Ag't, in acc't

DR. JULIA MAFFITT.

	Amount forward			$2,361 27
206				$2,361 27
1872.				
Feb'y 7.	To Cleaning snow off roofs of stores			$2 20
29.	" Bill of repairs on store 18, Prince's b'k			23 72
M'ch 9.	" One hoisting machine in store 22			310 00
21.	" Prendergast bill on roof, store 22 Prince's b'k.			3 25
Ap'l 15.	" Com., 5 per cent. on $1,891.42			94 57
30.	" Painting & glazing White store	$6 35		
	" Draft on St. Louis	1,454 03		
	" Exchange on draft	3 69—		1,464 07
				$1,897 81
	To Balance down			$6 35
May 31.	" Taxes, Pioneer B'ld'g	$148 30		
	" 1 ps. 2 x 4–16=11 ft. clear.. } Pioneer	22		
	" 43 ft. boards } B'ld'g...	69		
	" Hauling 1 load. }	50		
June 30.	" Woolsey bill, plumbing Pioneer B'ld'g	4 37		
July 15.	" Draft on St. Louis	1,572 57		
	" Exchange on same	3 95		
	" Com., 5 per cent. on $1,828.37	91 44—		1,822 04
				$1,828 39

with Julia Maffitt—(continued.)

JULIA MAFFITT. CR.

1872.				
Jan'y	31.	By E. F. Blaze, 3 mos. rent	$25 00	
		" White & Son, 1 mo. rent	58 35—	$83 35
		" P. Chouteau, Jr., & Co., to bal. acc't.		412 90
				$2,361 27
		By Balance down		$83 39
Feb.	29.	" Austrian, 1 mo. rent	$50 00	
		" Hoffman, 1 mo. rent	33 33—	83 33
		" J. C. Boyden, 1 mo. rent		33 35
		" Winters, 1 mo. rent		20 00
		" E. Simonton, 1 mo. rent		20 00
		" White & Son, 1 mo. rent		58 35
M'ch	31.	" Austrian, 1 mo. rent	50 00	
		" A. A. Clifford, 3 mos. rent	300 00—	350 00
		" J. C. Boyden, 1 mo. rent		33 33
207		" Winters, 1 mo. rent	20 00	
		" F. J. Hoffman, 1 mo. rent	33 33	
		" E. Simonton, 1 mo. rent	20 00—	73 33
		" N'th Am. Ins. Co. prem., Danforth House	4 93	
		" " " " Pioneer B'ld'g.	4 78	
		" " " " Prince's Block	36 66—	46 37
		" White & Son, 1 mo. rent		58 35
Ap'l	1.	" J. C. Boyden, 1 mo. rent	33 33	
		" F. J. Hoffman, 1 mo. rent	33 33	
		" Miller, 3 mos. rent	875 00	
		" E. Simonton, 1 mo. rent	20 00	
		" Austrian, 1 mo. rent	50 00	
		" Winters	20 00	
		" Balance down		6 35
				$1,897 81
Ap'l	6.	By E. F. Blaze, 3 mos. ground rent	$25 00	
	23.	" White & Son, 1 mo. rent	58 35—	$83 35
May	1.	" J. C. Boyden, 1 mo. rent	33 35	
		" F. J. Hoffman, 1 mo. rent	33 33	
		" Geo. Winters, 1 mo. rent	20 00—	86 68
	3.	" E. Simonton, 1 mo. rent		20 00
	4.	" Carver Pump Co., 1 mo. rent		66 67
		" White & Son, 1 mo. rent		58 35
June	1.	" Clifford & Maxfield, 3 mos. rent	300 00	
		" F. J. Hoffman, 1 mo. rent	33 33	
		" E. Simonton, 1 mo. rent	20 00—	353 33
		" Carver Pump Co		66 67
	3.	" Pulford, 1 mo. rent		33 33
209	13.	" Geo. Winters, 1 mo. rent		20 00
		" White & Son, 1 mo. rent		58 35
July	1.	" F. J. Hoffman, 1 mo. rent	33 33	
		" Chas. T. Miller, 3 mos. rent	875 00	
		" E. Simonton, 1 mo. rent	20 00	
		" Geo. Winters, 1 mo. rent	20 00—	948 33
		" J. C. Boyden, 1 mo. rent		33 33
				$1,828 39

No. 1.—John S. Prince, Ag't, in acc't

208 DR. JULIA MAFFITT.

1872.				
July	11.	To James Cullen, for plastering cistern, Pioneer B'ld'g	$16 00	
Aug.	14.	" 2 p'c's 2 x 4–20=27 " 2 p'c's 2 x 8–20=53 " Hauling 1 load } Pioneer B'ld'g	1 36 50	
		" 2 p'c's 2 x 4–20=27, 2 p'c's 2 x 8–20=53=80	1 36	
	22.	" 800 ft. 2 x 10–16.	12 80	
		" 16 p'c's 2 x 4–16=170	2 72	
		" Hauling 2 loads	1 00	
	10.	" Whitewashing house 74, Pioneer	5 00	
	19.	" N. H. Okerstrom, painting & papering Pioneer B'ld'g	35 25	
	31.	" Prendergast Bros. bill, plumbing	184 85	
		" " " " Danforth House	51 60	
Sept.	21.	" 3 p's 4 x 6–14=84 " 12 p's 2 x 4–16=128=212 at 16 " 350 ft. 2nd com. b'ds, 15 " Hauling 1 load } Pioneer B'ld'g	3 40 5 25 50	
		" 3 p's 4 x 6–14=84 " 12 p's 2 x 4–16=128=212 at 16 " 320 ft. common b'ds at 16 " Hauling 1 load } Pioneer B'ld'g	3 40 5 12 50	
	19.	" Ins. prem. in Fire & Marine on stores	87 15	
	1.	" Water bill for Pioneer B'ld'g	12 10	
		" " " Danforth House	17 22	
	11.	" Clifford & Maxfield, bill of repairs on store flooring	1 50	
		" Whitewashing E. house, Pioneer B'ld'g	6 00	
	16.	" Glazing in " " "	6 20	
210	30.	" Painting & papering	57 20	
	30.	" F. W. Linck, for paint on Pioneer B'ld'g	15 17	
Oct.	19.	" Com., 5 per cent. on $1,762.48 collection.	88 12	
		" Draft on St. Louis	1,131 38	
		" Exchange	2 83	
		" Balance down	03—	$1,237 51
				$1,762 51
Sept.	30.	To Repairs on Danforth House		$10 22
Oct.	30.	" Insurance on Davis House, $750.	$7 50	
		" " Danforth House, $1,200	18 00—	25 50
	8.	" Lumber for store No. 18, for floor	86	
		" " Pioneer B'ld'g	9 15—	10 01
Oct.	2.	" Boyden, for repairs on Pioneer B'ld'g	7 07	
	4.	" Strong & Anderson bill, " "	25 60	
	31.	" C. E. Mayo	1 12—	33 79
Nov.	25.	" Prem., $18,900, Prince's Block	261 45	
		" " $3,000, Pioneer B'ld'g	45 00—	306 45
	13.	" Repairs on " "		17 65
	5.	" Simonton, for storm-house & door-bell	7 00	
		" Prendergast Bro. bill, Pioneer B'ld'g	11 00	
	23.	" White & Son, bill for repairs	3 00—	21 00
Dec.	26.	" Repairs on Danforth House		4 92
	31.	" Labor & hardware, Pioneer B'ld'g		15 05
	2.	" Simonton, for Strong's bill	3 60	
	31.	" Key for store No. 20.	1 00—	4 60
	31.	" Tax for grading Miss. st.		31 00

with Julia Maffitt—(continued.)

JULIA MAFFITT. CR.

1872.				
July	10.	By Minn. Carver Pump Co		$66 65
		" White & Son, 1 mo. rent		58 35
Aug.	1.	" Geo. Winters	$20 00	
	2.	" J. C. Boyden, 1 mo. rent	33 33	
		" E. Simonton, 1 mo. rent	20 00	
	3.	" Minn. Carver Pump Co., 1 mo. rent	66 67	
	5.	" E. F. Blaze, 3 mos. rent	25 00—	223 35
Sept.	2.	" Clifford & Maxfield, 1 mo. rent		300 00
		" Simonton, 1 mo. rent		30 00
		" Carver Force-pump Co., 1 mo. rent		66 66
	17.	" Market Ins. Co. ret. prem., Davis House.	2 50	
		" " " Prince's B'ld'g	21 65—	24 15
	23.	" White & Son, 1 mo. rent		58 35
Sept.	30.	" Chas. T. Miller, 3 mos. rent		875 00
		" E. Simonton, 1 mo. rent		40 00
		" Geo. Winters, 1 mo. rent		20 00
				$1,762 51

211

		By Balance down		$0 03
Sep.	25.	" 3 p's 4 x 6-14=84 ft. ret. at 14	$1 17	
		" 10 p's 2 x 4-16=107 16	1 71—	2 88
Oct.	2.	" Boyden, 1 mo. rent	33 35	
	11.	" E. F. Blaze, 3 mo. ground rent	25 00	
	14.	" Warshauer, 1 mo. rent	25 00	
	21.	" Carver Pump Co., 1 mo. rent	66 65	
	23.	" White & Son, 1 mo. rent	58 35—	208 35
Nov.	1.	" M. Warshauer, 1 mo. rent	25 00	
	2.	" Pettit, 1 mo. rent	40 00	
	5.	" Simonton, 2 mos. rent	40 00	
	11.	" Minn. Carver Pump Co., 1 mo. rent	66 67	
	14.	" Geo. Winters, 1 mo. rent	20 00	
	23.	" White & Son, 1 mo. rent	58 35—	250 02
Dec.	2.	" Clifford & Maxfield, 3 mos. rent	300 00	
		" E. Simonton, 1 mo. rent	40 00	
		" Washauer, 1 mo. rent	25 00	
	9.	" Geo. Winters, 1 mo. rent	20 00	
	10.	" Minn. Carver Pump Co., 1 mo. rent	66 65	

No. 1.—John S. Prince, Ag't, in acc't

DR. JULIA MAFFITT.

1873.			
Jan'y	1.	To M. B. Farrell, for work on Pioneer B'ld'g	$15 00
	1.	" C. P. Chouteau, for Mathus bill paper for Pioneer B'ld'g, erroneously charged Nov. 4, '72	5 45
212			
Feb.	21.	" Com., 5 per cent. on $2,061.13	103 05
	15.	" Taxes of 1872, Ramsey county	1,560 49
		" Balance down	06
			$2,164 24

1873.					
Feb.	4.	To Prendergast bill, Pioneer B'ld'g	$1 75		
	24.	" Cleaning vaults	20 00—		$21 75
Ap'l	15.	" Com., 5 per cent. on $1,922.79.			96 14
	28.	" 14 xx-shingles for Danforth House			1 15
	10.	" Lumber for repairs on store No. 20, Prince's Block			4 33
	15.	" Draft on St. Louis	1,800 40		
		" Exchange on same	4 50—	1,804 90	
May	1.	" Profit & loss, to bal. acc't			06
					$1,928 33

with Julia Maffitt—(continued.)

JULIA MAFFITT. CR.

1872.				
Dec. 14.	By Pettit, 1 mo. rent	$40 00		
28.	" White & Son, 1 mo. rent	58 35		
31.	" Minn. Carver Pump Co	66 66		
	" Chas. F. Miller, 3 mos. rent	875 00		
	" E. Simonton, 1 mo. rent	40 00—	$1,351	66
213	" Warshauer, 1 mo. rent	25 00		
	" Winters, 1 mo. rent	20 00—	45	00
1873.				
Jan'y 16.	" Pettit, 1 mo. rent		40	00
Feb'y 11.	" P. Chouteau, Jr., & Co., to bal. acc't		86	30
			$2,164	24

1873.				
Jan. 23.	By White & Son, 1 mo. rent		$66	67
21.	" E. F. Blaze, 3 mos. rent		25	00
	" Balance down			06
Feb. 1.	" Simonton, 1 mo. rent	$40 00		
3.	" Warshauer, 1 mo. rent	25 00		
4.	" Winters, 1 mo. rent	20 00		
7.	" Minn. Carver Pump Co	66 67		
24.	" White & Son, 1 mo. rent	40 00		
	" " "	26 67		
	" Pettit, 1 mo. rent	40 00—	258	34
M'ch 1.	" Warshauer, 1 mo. rent	25 00		
3.	" Minn. Carver Pump Co., 1 mo. rent	66 66		
	" A. A. Clifford & Co.	300 00		
	" E. Simonton, 1 mo. rent	40 00		
5.	" Geo. Winters, 1 mo. rent	20 00		
11.	" Blaze, taxes of 1872 on improvements	15 00		
31.	" Pettit, 1 mo. rent	40 00		
	" White & Son, 1 mo. rent, 18 d'ys	84 45		
	" Carver Pump Co., 1 mo. rent	66 67		
	" Chas. T. Miller, 3 mos. rent	875 00		
	" E. Simonton, 1 mo. rent	40 00—	1,572	78
Ap'l 30.	" Balance down		5	48
			$1,928	33

No. 1.—John S. Prince, Ag't, in acc't

214 DR. JULIA MAFFITT.

1873.					
Ap'l	28.	To Balance down			$5 48
June	4.	" E. F. Blaze, for work on Danforth House.			90
	27.	" New roof, per Blaze			53 00
	16.	" Bill of fencing for lots 2 & 3, B. 13, Kittson's Add.			5 90
	26.	" Bill of lumber for Pioneer B'ld'g			19 96
July	17.	" Whitewashing Danforth House	$2 50		
	23.	" Com., 5 per cent. on $2,239.50	111 97		
		" Exchange on draft	5 10		
		" D'ft to bal. acc't	2,037 19—		2,156 76
		" P. & L.			02
					$2,242 02

1873.				
July	17.	To Balance down	$2 50—	$2 50
		" 8½ days' work, Danforth House		23 37
		" " " Prince's Block		4 50
	2.	" Prince & Enbank, for sidewalk, front 7 & 8, B. 4 Kittson's Add.		24 50
		" Walk on 3d st. front, Prince's Block		143 55
216	5.	" Prendergast bill for repairs, Prince's B'k.	6 00	
		" " " " Danforth House	4 60—	10 60
	8.	" 74 ft. eve trough.	3 33	
		" 16 ft. siding	40 00	
		" 80 ft. common boards	1 28	
		" Hauling 1 load	50—	5 51
	10.	" Lumber for Bailey House, June 14	37 55	
		" Labor " "	2 75—	40 30
Aug.	16.	" Lumber, Danforth House.		5 17
	21.	" Street numbers, Prince's Block	1 00	
		" One " Pioneer B'ld'g	75	
		" Papering in Davis House	28 75—	30 00
Sept.	24.	" Prem. to Fire & Marine on Prince's B'l'k		100 35
	30.	" Blaze & Rinker bill, Davis House	2 80	
		" " " Pioneer House	1 75—	4 55
	6.	" Prendergast Bros. bill of Danforth House		5 10
Oct.	16.	" C. P. Chouteau, for this am't ch'g'd him in Prendergast bill, Oct. 1, '73		8 00
		" Prendergast Bros., for this am't per bill, work on Prince's Block, $20.50, less $8, as above charged Chouteau		12 50
Oct.	30.	" Prem. on $18,900, Prince's Block	301 05	
		" " 3,000, " "	45 00—	346 05
Nov.	1.	" Rep. door-bell, Davis House	1 00	
	17.	" Special tax for opening Jackson st	16 32	

with Julia Maffitt—(continued.)

215 JULIA MAFFITT. CR.

1873.				
Ap'l	2.	By Warshauer, 1 mo. rent	$25 00	
		" E. F. Blaze, 3 mos. rent	31 25	
	14.	" Geo. Winters, 1 mo. rent	20 00—	$76 25
May	1.	" Wm. White, 1 mo. rent		40 00
		" " "		26 65
Ap'l	30.	" Pettit, 1 mo. rent		40 00
May	1.	" M. Warshauer, 1 mo. rent	25 00	
	2.	" E. Simonton, 1 mo. rent	40 00	
		" Pump Co., 1 mo. rent	66 67	
		" Davis House, 1 mo. rent	20 00	
	31.	" Pettit, 1 mo. rent	40 00—	191 67
June	2.	" White & Son, 1 mo. rent	66 65	
		" Carver Pump Co., 1 mo. rent	66 65	
		" Clifford & Maxfield, 3 mos. rent	600 00	
		" E. Simonton, 1 mo. rent	40 00	
		" M. Warshauer, 1 mo. rent	25 00	
	16.	" Winters, 1 mo. rent	20 00	
	30.	" Pettit, 1 mo. rent	40 00—	858 30
July	1.	" White & Son, 1 mo. rent	66 65	
		" Chas. F. Miller, 3 mos. rent	875 00	
		" Warshauer, 1 mo. rent	25 00	
		" Simonton, 1 mo. rent	40 00—	1,006 65
		" Balance down		2 50
				$2,242 02

1873.				
July	1.	By Minn. Carver Pump Co.	$66 65	
	8.	" E. T. Blaze, 3 mos. rent	31 50	
	14.	" Winters, 1 mo. rent	20 00	
	21.	" Security Ins. Co., ret. prem	19 86	
	29.	" Pettit, 1 mo. rent	40 00—	$178 01
Aug.	1.	" Warshauer, 1 mo. rent	25 00	
		" Simonton, 1 mo. rent	40 00—	65 00
217		" White & Son, 1 mo. rent	66 65	
	2.	" Carver Force Pump Co.	66 65	
	4.	" Winters, 1 mo. rent	20 00—	153 30
Sept.	1.	" Chas. P. Chouteau, for repairs on Bailey House, erroneously charged July 10.		40 30
	1.	" Clifford & Co., 3 mos. rent	375 00	
		" E. Simonton, 1 mo. rent	40 00	
		" M. Warshauer, 1 mo. rent	25 00	
		" White & Son, 1 mo. rent	66 65	
	2.	" Minn. Carver Pump Co., 1 mo. rent	66 65	
		" Geo. Winters	20 00—	593 30
	30.	" White & Son, rent	66 65	
		" Chas. T. Miller, rent	875 00	
		" E. Simonton, rent	40 00	
		" Pettit, rent	40 00	
Oct.	2.	" Warshauer, 1 mo. rent	25 00	
		" Pump Co., 1 mo. rent	66 65	
	11.	" Winters, 1 mo. rent	20 00—	111 65
Nov.	1.	" White & Son, 1 mo. rent	66 65	
		" Warshauer, 1 mo. rent	25 00	
	3.	" Simonton, 1 mo. rent	40 00	
		" Pettit, 1 mo. rent	40 00	
		" Minn. Carver Pump Co.	66 65	
	10.	" E. F. Blaze, 3 mo. rent to Oct. 1, '73	31 00	
Nov.	17.	By Geo. Winters, 1 mo. rent	20 00—	289 30

No. 1.—John S. Prince, Ag't, in acc't

DR. JULIA MAFFITT.

1873.				
Nov.	24.	To Prendergast bill	$2 00—	$19 32
		Forward		785 87
218	29.	" Premium on Davis House	7 50	
		" " Danforth House	30 00—	37 50
Dec.	18.	" 21 p's 1½ x 3–12 } 10	2 10	
		" 3 p's 2 x 4–14 x 28. }		
		" Boards, 15	2 52—	4 62
	27.	" Ryan, work on Prince's Block		16 25
	31.	" Blaze & Renecke, for Danforth House	2 50	
		" " " less credited	90—	1 60
		" Balance down		3,399 92
				$4,245 76

with Julia Maffitt—(continued.)

JULIA MAFFITT. CR.

1873.				
Dec.	1.	By Clifford & Maxfield, 3 mos. rent	$375 00	
		" E. Simonton, 1 mo. rent	40 00	
		" Warshauer, 1 mo. rent	25 00	
	3.	" Carver Pump Co., 1 mo. rent	66 65—	$506 65
	2.	" White & Son, 1 mo. rent	66 65	
		" Winters, 1 mo. rent	20 00	
	27.	" Pettit, 1 mo. rent	40 00—	126 65
	31.	" White & Son, 1 mo. rent	66 65	
		" Carver Pump Co., 1 mo. rent	66 65	
		" Chas. T. Miller, 3 mos. rent	875 00	
		" E. Simonton, 1 mo. rent	40 00	
		" M. Warshauer, 1 mo. rent	25 00	
1874.				
Jan'y	3.	" Hoxie, 1 mo. rent	66 65	
	7.	" Winters, 1 mo. rent	20 00—	1,159 95
				$4,245 76
Jan.	2.	By Balance down		$3,399 92

219 *No. 2.—Julia Maffitt*

220 DR. JULIA MAFFITT.

1874.			
Jan'y	10.	To Judson & Brack, bill, Prince's Block	$27 20
	9.	" Chimney repairs, Pioneer Building	21 00
	14.	" Chas. P. Chouteau, error in Cr., 1 mo. rent Hoxie, December 31, 1874	66 65
Feb'y	19.	" Com. 5 per cent. on $4,178.81	208 94
		" Repairs, 18–20 and 22 Prince's block	43 10
	25.	" Chas. P. Chouteau to bal. account	110 37
		" Special Tax, grading and paving 3d str't.	463 50
	19.	" Paid Mr. Maffitt	100 00
	27.	" Grading Third street from Jackson to Broadway	258 33
Mar.	24.	" Taxes of 1873, Ramsey county	2,190 63
May	4.	" Lumber and labor, Prince's building	1 85
	30.	" Special tax, grading Broadway street	226 00
June	27.	" Repairs Danforth house	42 45
		" Clearing cellar Pioneer building	1 50
		" Wall paper, Davis House	1 25
		" Repairs Pioneer building	29 80
	3.	" " " Danforth House	12 00
	5.	" Prendergast Bros., repairs roofs 1, 2, 3, and 4 Prince's block	103 56
July	1.	" Com. 5 per cent. on $3,767.50	188 38
		" Exchange on draft	7 68
		" Work on stores 22 and 24 Prince's block.	7 31
		" Blaze, repairs Pioneer building	7 15
	10.	" Draft on New York	3,061 15
222	31.	" Prendergast Bros., bill, Prince's block	86 73
			$7,266 53
1874.			
		To Balance down	$14 46
July	11.	" Repairs Pioneer block	3 25
	30.	" Taxes Third-street sewer	334 78
Aug.	11.	" Prendergrast Bros., repairs Prince's blk.	10 00
Sept.	30.	" Ins. Prem. Prince's block	75 00
Oct.	12.	" Blaze, work, Danforth House	3 55
	14.	" Prendergast Bros., repairs Prince's blk.	2 85
	31.	" Henry Young, repairs store No. 16	7 80
		" Water Co. bill, stores Jackson street	21 70
		" Prem. on Stone block	272 25
		" " " Prince's "	45 00
Nov.	2.	" Daniel Mullen, repairs Prince's block	109 00
	30.	" Davis House, labor and repairs	1 10
	21.	" Well at Davis House	18 00
	30.	" Prem. on dug	37 50

to January 1st, 1879.

221 JULIA MAFFITT. CR.

1874.					
Jan'y	2.	By	Balance		$3,399 92
	10.	"	E. F. Blaze, on rent	40 00	
		"	A. N. Pettit	40 00—	80 00
		"	Chas. P. Chouteau, error in credit, 1 mos. rent from Pettet, Nov. 26, 1873		40 00
Feb'y	2.	"	M. Warshauer, 1 mo. rent	25 00	
	3.	"	Minn. Carver Pump Co	66 65	
	4.	"	White & Son, 1 mo. rent	66 65	
	6.	"	E. Simonton, 1 " "	40 00	
	10.	"	Geo. Winters, 1 " "	20 00	
	21.	"	Pettet, 1 " "	40 00—	258 30
	28.	"	Chas. P. Chouteau, this am't chgd. her erroneously for repairs.		44 65
Mar.	2.	"	Clifford & Maxfield, 3 mo. rent	375 00	
		"	M. Warshauer, 1 " "	25 00	
		"	Geo. Winters, 1 " "	20 00—	420 00
	3.	"	Wm. White, 1 " "	66 65	
		"	Carver Pump Co., 1 " "	66 65—	133 30
		"	Simonton, 1 " "		40 00
April	1.	"	White, 1 " "	66 65	
		"	Chas. F. Miller, 3 " "	875 00	
		"	E. Simonton, 1 " "	40 00	
		"	M. Warshauer, 1 " "	25 00	
	2.	"	Minn. Carver Pump Co.	66 65	
	4.	"	Geo. Winters, 1 mo. rent	20 00	
	6.	"	E. F. Blaze, rent acc't	41 00	
	13.	"	Pettet, 1 mo. rent	40 00—	1,174 30
May	1.	"	White & Son, 1 mo. rent	66 65	
		"	E. Simonton, 1 " "	40 00—	106 65
		"	Carver Pump Co., 1 mo. rent		66 65
	8.	"	Warshauer, 1 " "		25 00
	2.	"	Winters, 1 " "		20 00
June	1.	"	White & Son, 1 " "		66 65
		"	Clifford & Maxfield, 3 mo. rent		375 00
		"	E. Simonton, ½ " "		40 00
223	5.	"	Winters, 1 " "		20 00
	6.	"	Carver Pump Co., 1 " "		66 65
July	1.	"	Miner, 3 " "		875 00
		"	Balance down		14 46
					$7,266 53

1874.					
July	1.	By	Wm. White, 1 mo. rent	$66 65	
		"	Simonton 1 " "	40 00	
	3.	"	Minn. Carver Pump Co., do	66 65	
	13.	"	Geo. Winters, 1 mo. rent	20 00	
		"	Jos. Bergfeld, 1 " "	40 00—	233 30
Aug.	1.	"	White, 1 " "	66 65	
	3.	"	Carver Pump Co., 1 mo. rent	66 65	
	4.	"	Simonton, ⅔ " "	20 00	
	8.	"	Danforth House	20 00	
		"	Davis House, 1 mo. rent	20 00	
	14.	"	Bergfeld, 1 " "	40 00—	233 30
Sept.	1.	"	Clifford & Maxfield, 3 mos. rent	375 00	
	2.	"	Henry Young, 1 " "	66 65	
		"	Minn. Carver Pump Co	66 65	
	10.	"	Winters, 1 mo. rent	20 00—	528 30

224 *No. 2—Julia Maffitt*

1874. DR. JULIA MAFFITT.

Dec.	11.	To Special tax for Broadway sewer		$183 00
	16.	" W. L. Anderson bill, Prince's building		14 70
	31.	" Balance down		3,000 16
				$4,154 10
1875.				
Jan'y	2.	To Chas. P. Chouteau, 1 mo. rent from Hoxie, Nov. 2, '74		$66 65
M'ch.	5.	" Taxes of 1874		2,334 16
		" Com. as per acc't rendered		206 04
	29.	" Lumber, store No. 18 Jackson street		8 76
	25.	" Repairs " " " " "		1 00
Ap'l	8.	" Chas. P. Chouteau, to bal. acc't		393 31
		" Work on McNamara store		8 98
		" Repairs on store No. 18 Prince's bl'k	$18 67	
226		" " " " No. 22 " "	2 00—	20 67
	30.	" " " Pioneer building		2 75
		" Bill for sidewalk No. 22 Prince's bl'k		26 22
May	13.	" Repairs Pioneer building		7 47
	25.	" Hoisting machine, McNamara store		281 50
	15.	" Whitewashing Davis House		3 00
		" Burris bill for chimney		7 87
	31.	" Pendergast bill, repairs Stone store		1 75
June	2.	" Maxfield, repairs on elevator		6 75
Aug.	13.	" Repairs Young store and elevator		284 50
Sept.	16.	" Plastering Young store		7 12
	29.	" Ins. Jackson street buildings		73 50
Oct.	1.	" Prendergast Bros., rep'rs Jackson str't store		11 40
228	7.	" Cleaning No. 22 Jackson street		3 00
	30.	" Beck & Bank glass bill		9 69
Nov.	1.	" Insurance Jackson street stores	266 40	

to January 1st, 1879—(continued.)

1874.		JULIA MAFFITT.		CR.
Sept.	17.	By Bergfeld, 1 mo. rent	$40 00	
	29.	" Mrs. Vance, 1 mo. rent	20 00	
	22.	" Mrs. Vance, 1 " "	20 00—	80 00
Oct.	17.	" Blaze, 6 mos. grd. rent to Jan. 11, 1875.		75 00
	1.	" Chas. F. Miller, 3 mos. rent	875 00	
		" H. L. Young, 1 " "	66 65	
	3.	" Geo. Winters, 1 " "	20 00	
	10.	" W. H. Quehl, 1 " " Danforth		
225		House	18 00	
	28.	" Pettet, 1 mo. rent, Nov. 1, '74	40 00	
	29.	" Bergfeld, 1 mo. rent	40 00—	1,059 65
Nov.	2.	" Henry Young, 1 mo. rent		66 65
		" J. B. Hoxie, 1 " "		66 65
	5.	" Armington, 1 " "		66 65
	7.	" Geo. Winters, 1 " "		20 00
	10.	" Danforth House rent		18 00
	23.	" Bergfeld, 1 mo. rent		40 00
Dec.	1.	" Minn. Carver Pump Co., 1 mo. rent	66 65	
		" Clifford & Maxfield, 3 " "	375 00	
		" H. L. Young, 1 " "	66 65—	508 30
	5.	" Geo. Winters, 1 " "		20 00
	11.	" Danforth House, 1 " "		18 00
	16.	" Petit, 1 " "		40 00
	31.	" Wm. Keil, ⅔ mo. rent to Feb'y 1, '75		12 00
1875.				
Jan'y	2.	" Chas. T. Miller, 3 mo. rent	875 00	
		" H. L. Young & Co., 1 " "	66 65	
		" Simonton & Co., 1 " "	66 65—	1,008 30
	5.	" Geo. Winters, 1 " "		20 00
	2.	" Bergfeld, 1 " "		40 00
				$4,154 10

1875.				
Jan'y	2.	By Balance		$3,000 16
Feb'y	1.	" H. L. Young & Co	$66 65	
		" R. W. Ransom	15 00	
	3.	" Winters, 1 mo. rent	20 00	
	5.	" Blaze, 3 " "	43 33	
		" Quehl, on acc't rent	1 00	
227	11.	" Petit, 1 mo. rent	40 00	
	23.	" Petit, 1 " "	40 00	
	24.	" Bergfeld to Janury 15, 1875	40 00—	265 98
	2.	" Wehl, on acc't rent Danforth House		13 00
M'ch.	1.	" Young & Co., 1 mo. rent	66 65	
		" Clifford & Maxfield	375 00	
		" Winters	20 00	
		" Ransom	15 00	
	29.	" Bergfeld, 1 mo. rent	40 00	
		" Bergfeld, on rent	20 00—	536 65
Sept.	1.	" Chas. T. Miller, 3 mos. rent	875 00	
		" Henry Young & Co., 1 mo. rent	66 65	
		" Geo. Winters, 1 " "	20 00	
	3.	" R. W. Ransom, 1 " "	15 00	
	19.	" Bergfeld, 1 " "	40 00	
	23.	" Petit 1 " "	40 00	
May	1.	" Young & Co., 1 " "	66 65	
		" Quehl, 1 " "	18 00—	1,141 30
	3.	" McNamara, 1 " "		75 00
	6.	Bergfeld, on rent		30 00

No. 2—Julia Maffitt

1874.		DR. JULIA MAFFITT.		
Nov.	20.	To Insurance Prince's block	$37 50—	$303 90
	1.	" Elevator, McNamara		21 73
	29.	" Insurance Danforth House	25 00	
		" " Davis House	7 50—	32 50
Dec.	1.	" Ass'm't 350 feet 4th street grading, at $1.55		271 25
	31.	" Tax 1875, Ramsey county	2,346 75	
		" Bal. ass'm't grading 4th street	310 50	
		" Com. 5 per cent. on $6,058.48	302 92—	2,960 17
1876.				
Jan'y	3.	" H. L. Young, rep. elevator	20 39	
		" Prendergast, Pioneer building	12 90—	33 29
	22.	" Draft, to bal. acc't		1,656 27
				$9,045 19

230

1876.				
Jan'y	27.	To Exchange on draft	$00 75—	$00 75
	29.	" Cleaning pavement No. 20		25
Dec.	31.	" Lumber for repairs, Danforth House		40 43
Feb'y	1.	" Prendergast, Pioneer building		8 18
Mar.	14.	" Miles, lock work, Pioneer building		3 25
	31.	" Sash, store No. 20		1 00
Ap'l	8.	" Wall paper Pioneer building		2 88
	3.	" Biggs, No. 20 Jackson street	3 40	
		" " Davis House	11 30—	14 70
	11.	" Wall paper, Davis House		3 86
	12.	" Border for Pioneer building		1 35
	29.	" Lumber and labor Davis House	30 37	
		" " " " No. 20 Jackson str't	5 93—	36 30
		" Rep. fence Pioneer building		2 55
		" Plastering Davis House		3 00
May	1.	" Prendergast, McNamara roof	10 65	
		" " roof cor. Jackson & 3d St.	1 00—	11 65
	2.	" Biggs, for paints, Danforth House	5 75	
		" " " " Davis House	1 05—	6 80

to January 1st, 1879—(continued.)

1875.		JULIA MAFFITT.		CR.
May	24.	By Petit, 1 mo. rent		$40 00
	27.	" John ——, Davis House		20 00
	28.	" M. H. Quehl		18 00
June	1.	" Young & Co., 1 mo. rent		66 65
	2.	" McNamara, 1 mo. rent	$875 00	
		" Maxfield & Co., 3 mos. rent	375 00—	450 00
	26.	" Quehl, 1 " "		18 00
July	1.	" C. T. Miller, 3 " "	875 00	
		" Young & Co., 1 " "	66 65	
		" McNamara. 1 " "	75 00	
	9.	" Bergfeld, Pioneer building, 1 mo. rent	35 00	
	17.	" Petit, " " 1 " "	70 00—	1,121 65
	30.	" M. H. Quehl, 1 mo. rent		18 00
Aug.	2.	" H. L. Young & Co., 1 mo. rent	66 65	
		" McNamara & Nichols, 1 mo. rent	75 00—	141 65
	23.	" A. M. Petit, 1 mo. rent $35 00		
		" Less Mather's bill, papering 20 57—		14 43
	28.	" Quehl, in full to Sept. 1		18 00
	30.	" Jos. Bergman, on acc't rent		50 00
Sept.	1.	" Maxfield & Co., rent	375 00	
		" McNamara & Nichols, rent	75 00	
		" Young & Co., "	66 65—	516 65
Oct.	1.	" Young & Co., "	66 65	
		" McNamara, "	75 00	
		" Chas. T. Miller "	875 00—	1,016 65
229	11.	" A. M. Petit to August 1		35 00
	18.	" Bergfeld, to Oct. 1, less whitewashing		52 00
Nov.	1.	" McNamara & Nichols	75 00	
		" Young & Co	66 65—	141 65
	11.	" Petit, 1 mo. rent		35 00
	24.	" Chas. Hespich & Co		11 00
Dec.	1.	" McNamara & Nichols, rent	75 00	
		" H. L. Young & Co.	66 65—	141 65
	28.	" G. M. Bennett, rent		15 00
	31.	" Bergfeld, to November 1		35 00
		" Chas. P. Chouteau, Hoxie bill charged wrong		7 12
				$9,045 19

1876.				
Jan'y	3.	By Chas. T. Miller	$875 00	
		" H. L. Young & Co	66 65	
		" Mess. McNamara & Nichols	75 00—	$1,016 65
	12.	" A. M. Pettit, to Oct. 1, '75		35 00
231	14.	" Herspich & Co., to Feb'y 1		10 00
	17.	" G. M. Bennett, rent		15 00
	20.	" Jas. Bergfeld, 1 mo. rent		35 00
Feb'y	1.	" C. T. McNamara	75 00	
		" H. L. Young & Co.	66 65—	141 65
	24.	" G. M. Bennett		15 00
Mc'h	1.	" McNamara & Co	75 00	
		" Young & Co	66 65—	141 65
	4.	" Jas. Bergfeld, 1 mo		35 00
	10.	" Petit, 4 mos. to Feb. 1		140 00
	16.	" G. M. Bennett		15 00
Ap'l.	1.	" C. T. McNamara & Co	75 00	
		" H. L. Young & Co	66 65	
		" Chas. T. Miller	875 00—	1,016 65
	10.	" Jas. Bergfeld, 2 mos		70 00

No. 2.—Julia Maffitt

DR. JULIA MAFFITT.

1876.					
May	31.	To Lumber and labor, Pioneer building.....			$27 60
June	3.	" Biggs, for paints, " "			7 40
	17.	" Mather's bill, " "			11 20
	30.	" Lumber and labor, Davis House			9 20
232		" Work done at Davis House	$5 55		
		" " " " Pioneer building.....	1 40—		6 93
July	1.	" Balance.....			3,065 60
					$3,264 90
1876.					
July	1.	To Labor, rep. Davis House.....	$22 50		
		" " " Danforth House	4 50		
		" " " Pioneer building.....	6 50—		$33 50
	8.	" ½ division fence Davis House.....			7 39
	17.	" Water tank do.			4 00
Sep.	7.	" Reps. on H. L. Young & Co. building..	53 62		
		" " " McNamara " ..	29 10—		82 72
	19.	" Insurance			73 00
	27.	" Addt'l premium			39 00
	30.	" Repairs Pioneer building.....			5 10
Nov.	2.	" Insurance Liverpool & Globe			175 50
	21.	" Cleaning at Pioneer building.....			6 00
	28.	" Insurance Continental			26 70
Dec.	20.	" Policy No. 918 issued in place of 914 canceled, prem. note before chgd...			63 00
	30.	" Repairs Pioneer building.....			3 78
		" Taxes of Ramsey Co., 1876.....			1,492 80
		" Blaze House, charges charged in this ac't transferred to Mrs. Maffitt.....			1,215 91
		" $7,300.10 at 5 per cent.....			365 00
		" My fee for sale of Blaze House.....			610 00
234		" Balance.....			2,973 35
		" Forward.....			$7,176 80

to January 1st, 1879—(continued.)

JULIA MAFFITT. CR.

1876.					
Ap'l	18.	By A. M. Pettit, 1 mo. rent			$35 00
May	1.	" H. L. Young & Co., rent	$66 65		
		" A. Moore, store No. 20	10 00		
		" McNamara & Co	75 00		
		" Bennett	15 00—		166 65
	10.	" J. Bergfeld, on acc't			35 00
	16.	" G. M. Bennett			15 00
	29.	" J. Bergfeld			35 00
	31.	" A. M. Pettit			35 00
June	1.	" Kiefer & Heck	100 00		
		" H. L. Young & Co	66 65		
233		" McNamara & Co	75 00—		241 65
	29.	" G. M. Bennett			15 00
					$3,264 90
1876.					
July	1.	By Balance			$3,065 60
		" Kiefer & Heck	100 00		
		" McNamara	75 00		
		" Young & Co	66 65		
		" C. T. Miller	875 00—		1,116 65
	8.	" E. F. Blaze, 1 year and 3 mos. rent to July 1, '76	231 25		
		" " " tax on impo'ts, 1874	19 70		
		" " " " " " 1875	20 35—		271 30
	17.	" Davis House			20 00
	27.	" G. M. Bennett			15 00
Aug.	1.	" Kiefer & Heck	100 00		
		" McNamara & Co	75 00		
		" H. L. Young & Co	66 75—		241 75
	11.	" M. Katzgy, Davis House			20 00
	15.	" G. M. Burnett			15 00
	24.	" A. M. Pettit, rent to June 1, '76			70 00
	26.	" Jos. Bergfeld, rent to " 1, '76			35 00
Sep.	1.	" H. L. Young & Co	66 65		
		" McNamara & Co	75 00		
		" Kiefer & Heck	100 00—		241 65
235	13.	" M. Ketzgy, rent			20 00
	20.	" G. M. Bennett			15 00
	26.	" A. M. Pettit, to July 1, rent			35 00
Oct.	2.	" H. L. Young & Co	66 65		
		" C. F. McNamara & Co	75 00		
		" Kiefer & Heck	100 00		
		" C. T. Miller, 3 mos	875 00—		1,116 65
		" Jos. Bergfeld, 1 mo. rent			35 00
	16.	" Mr. Ketzgy " "	20 00		
		" Geo. M. Bennett, "	15 00—		35 00
	20.	" W. W. Nichols, "			15 00
Nov.	1.	" C. F. McNamara & Co	75 00		
		" H. L. Young & Co	66 65—		141 65
	2.	" Kiefer & Heck			100 00
Dec.	1.	" Kiefer & Heck	100 00		
		" H. L. Young & Co	66 65		
		" W. W. Nichols	15 00—		181 65
	4.	" A. M. Pettit			35 00
	5.	" C. F. McNamara & Co			75 00
	18.	" Jos. Bergfeld, on acc't rent			15 00

No. 2.—Julia Maffitt

DR. JULIA MAFFITT.

1876.				
Dec.	30.	To Amount forward		$7,176 80
236				$7,176 80
1877.				
Jan'y	2.	To Repairs on lock No. 18	$1 00	
		" Cleaning roof No. 16	65—	$1 65
	31.	" Repairs Davis House		1 85
Feb'y	6.	" Map of St. Paul		40
	12.	" Exchange on draft sent her		3 00
		" Rem. to bal. acc't to Feb. 1, '77		2,973 35
Ap'l	12.	" Com. 5 per cent. on $1,875.95		91 30
		" Rem. her to bal. acc't		1,727 75
		" Balance		1,078 65
238				$5,879 95
1877.				
Ap'l	11.	To Exchange on draft		$1 80
	30.	" Repairs on Davis House		6 90
		" " " Blaze "		2 00
May	1.	" Putting in water pipes complete in Nos. 162 and 164 Broadway, as agreed		83 00
	31.	" Repairs on Nos. 16 and 18		103 21
		" " " Pioneer building	$8 63	
		" " " Blaze House	11 38—	20 01
June	1.	" " " Bailey House		18 93
	9.	" Paint'g Pioneer b'ld'g, Biggs, for paint.		66 17
	12.	" Charged her back, L. Blum, rent		30 00
	30.	" Repairs Pioneer building		7 00
		" Waste pipe for sink and repairs, Blaze House		1 25
		" Repairs well, Davis House		1 25
		" " gutter No. 20	10 65	
		" " roof No. 18	167 34	

to January 1st, 1879—(continued.)

JULIA MAFFITT. CR.

1876.					
Dec.	20.	By Prem. charged. Sep. 19, '76, on Pol. 914, Cont'l $3,000, cancelled Sep. 25, 1876.	$37 00		
		" Also diff. in prem. charged in error Sep. 27, '76	39 00—		$76 00
	26.	" W. W. Nichols			15 00
	30.	" Blaze House, rents credited on Blaze House transferred to Mrs. Maffitt			154 00
					$7,176 80
1877.					
Jan'y	2.	By Balance			$2,973 35
		" Mrs. Scheffer			17 00
237		" H. L. Young & Co	66 65		
		" McNamara & Co	75 00		
		" C. T. Miller, rent	875 00—		1,016 65
	6.	" Kiefer & Heck			100 00
	17.	" Jos. Bergfeld			20 00
	22.	" A. M. Pettit, 2 mos			70 00
Feb'y	1.	" W. W. Nichols	15 00		
		" Mrs. Scheffer	17 00		
		" Kiefer & Heck	100 00—		132 00
		" H. L. Young & Co			66 65
	10.	" C. F. McNamara & Co			75 00
	19.	" Jas. Bergfeld			20 00
Mc'h	1.	" H. L. Young & Co	66 65		
		" W. W. Nichols	15 00		
		" Mrs. Scheffer	17 00—		98 65
	3.	" C. F. McNamara			75 00
	12.	" Kiefer & Heck			100 00
	28.	" W. W. Nichols	15 00		
		" Jos. Bergfeld	20 00—		35 00
Ap'l	2.	" Mrs. Scheffer	17 00		
		" A. Moore	10 00		
		" J. P. Lachler	10 00		
		" H. L. Young & Co	66 65—		103 65
	3.	" C. T. Miller, 3 mos			875 00
	10.	" Kiefer & Heck			100 00
					$5,877 95
1877.					
Ap'l	11.	By Balance			$1,078 65
	30.	" Jas. Bergfeld			20 00
May	1.	" Mrs. Scheffer	17 00		
		" H. L. Young & Co	66 65		
		" A. Moore	10 00—		93 65
239	3.	" Z. Weiss			25 00
	17.	" Mrs. B. A. Miller			16 00
	16.	" J. P. Lechler			10 00
	22.	" A. M. Pettit			35 00
	29.	" Kiefer & Heck			100 00
		" Jas. Bergfeld			20 00
June	1.	" Mrs. Scheffer	20 00		
		" H. L. Young & Co	60 00		
		" Z. Weiss	25 00		
		" A. Moore	10 00—		115 00
	9.	" L. Blum			30 00
	12.	" A. M. Pettit, 2 mos			70 00

No. 2.—Julia Maffitt

DR. JULIA MAFFITT.

1877.					
June	30.	To	Repairs roof No. 16	$167 48—	$345 47
Jan'y	7.	"	Repairs shutters 18, 20, 22, and 24		12 00
	16.	"	Thos. Fitzpatrick, lumber and work on two roofs, 16 and 18		44 62
	20.	"	Bill for painting Pioneer building		23 83
	31.	"	Plastering, repaired Davis House	2 00	
		"	Whitewashing and repairs Pioneer bldg.	2 50	
		"	Repairs Danforth House	3 00—	7 50
		"	" roof Pioneer building		75
Sep.	10.	"	James Boyd bill of repair Prince's block 22 & 24		15 25
240	22.	"	Insurance, 16, 18, 20, 22 & 24		83 00
	28.	"	160 ft. sidewalk in front lots 5, 6, 7, B 15.		56 00
Oct.	29.	"	Insurance Nos. 16, 18, 20, 22, and 24	118 50	
		"	" Pioneer building	30 00—	148 50
Nov.	26.	"	" Davis House	6 75	
		"	" Danforth House	20 00—	26 75
	30.	"	Grading ass'm't lots 5, 7, 8, B 58, Kittson's Add	480 00	
		"	Grading assessm't lot 1, B. 62, Kittson's Add	160 00—	640 00
		"	New sidewalk Pioneer building		40 00
Dec.	29.	"	Repairs walk and steps Blaze House		1 00
	31.	"	Ramsey county tax, 1877		1,679 40
		"	Com. on $5,091.53 at 5 per cent		254 58
1878.					
Jan'y	13.	"	Draft to bal. account		1,420 00
			Forward		$5,140 46

to January 1st, 1879—(continued.)

JULIA MAFFITT. CR.

1877.					
June	18.	By J. Lunt, rent			$10 00
	21.	" Mrs. B. A. Miller			16 00
	22.	" Kiefer & Heck			83 33
Jan'y	2.	" Mrs. Scheffer	$20 00		
		" Z. Weiss	25 00		
		" A. Moore	10 00		
		" H. L. Young & Co	60 00—		115 00
		" Chas. T. Miller, 3 mos			875 00
	6.	" A. M. Pettit, rent for March			35 00
	9.	" Kiefer & Heck			83 88
	12.	" W. W. Nichols, 3 mos			45 00
	20.	" Chas. P. Chouteau, error in charged repairs Bailey House			18 93
	27.	" J. Lunt, rent			10 00
Aug.	1.	" H. L. Young & Co	60 00		
		" Mrs. Scheffer	20 00—		80 00
	4.	" A. M. Pettit, 1 mo			35 00
	9.	" A. Moore	10 00		
241		" Kiefer & Heck	83 33—		93 33
		" Jas. Bergfeld, 1 mo			20 00
	17.	" J. Lunt			10 00
	20.	" R. Postle, Davis House, ½ mo			6 00
Sept.	1.	" Mrs. Scheffer	20 00		
		" H. L. Young & Co	60 00		
		" Z. Weiss, 2 mos	50 00—		130 00
	3.	" D. Postle, rent			12 00
		" A. Moore			10 00
	17.	" A. M. Pettit			25 00
		" Kiefer & Heck			83 33
	19.	" J. Lunt			10 00
	21.	" W. W. Nichols, 2 mos			30 00
	24.	" Jas. Bergfeld			20 00
	29.	" A. M. Pettit, 1 mo			25 00
Oct.	1.	" Mrs. Scheffer	20 00		
		" H. L. Young & Co	60 00		
		" Chas. F. Miller	875 00		
		" Z. Weiss	25 00—		980 00
	3.	" Richard Postle			12 00
	16.	" J. Lunt			10 00
	22.	" Kiefer & Heck			83 33
Nov.	1.	" Mrs. Scheffer	20 00		
		" H. L. Young & Co	60 00		
		" Z. Weiss	25 00—		105 00
	3.	" R. Postle	12 00		
		" A. Moore	20 00—		32 00
	5.	" A. M. Pettit			25 00
	19.	" J. Lunt			10 00
	27.	" Kiefer & Heck			83 33
Dec.	1.	" Jas. Bergfeld	20 00		
		" Z. Weiss	25 00		
		" H. L. Young & Co	60 00—		105 00
243	3.	" Mrs. Scheffer	20 00		
		" A. Moore	10 00—		30 00
	6.	" A. M. Pettit			25 00
	13.	" Mrs. Scheffer, 12 days			7 92
	14.	" R. Postle			12 00

No. 2.—Julia Maffitt

DR. JULIA MAFFITT.

1877.					
Jan'y 13.	To amount forward				$5,140 46
242					$5,140 46
1878.					
Jan'y 13.	To Exchange on draft				$2 25
21.	" Kalsomining repairs Prince's building				15 00
Feb. 27.	" Grading tax lot 5, B 52, Kittson's Add.				49 50
28.	" Insurance Blaze House				22 50
M'ch. 30.	" Grading ass'm't lot 8, B. 50		$87 29		
	" " " " 5, B. 51		87 29		
	" " " " 4, B. 54		87 07		
244	" " " " 4, B. 67		86 00—		347 65
	Kittson's Addtn.				
	" Repairs fence Blaze House				1 68
Ap'l 30.	" Shingling Pioneer building				90 42
	" Repairs Blaze House				9 94
	" " pump Blaze House				1 50
Jan. 12.	" Cementing roof No. 16		34 40		
	" " " No. 18		31 68		
	" " " No. 20		45 92		
246	" " " No. 22 and 24		42 64—		154 64
30.	" Cleaning gutter Pioneer building				90
Aug. 2.	" Repairing 2 shutters No. 18				2 50
31.	" Repairs Blaze House				13 50
	" " Danforth House				13 69
Sep. 24.	" Insur. stores No. 16, 18, 20, 22, and 24				105 50
30.	" Repairs on Danforth House				6 57
	" Painting and kalsomining Blaze House				83 50
	" Repairs fence Danforth House				5 28
	Forward				$962 52

to January 1st, 1879—(continued.)

JULIA MAFFITT. CR.

1877.					
Dec.	15.	By J. Lunt			$10 00
	24.	" Kiefer & Heck			83 33
	27.	" Jas. Bergfeld			20 00
	31.	" J. Burdick			12 00
					$5,140 46
1878.					
Jan'y	2.	By Z. Weiss	$25 00		
		" J. Lunt, ½ mo	5 00		
		" H. L. Young & Co	60 00—		$90 00
	9.	" R. Postle			12 00
245	3.	" C. T. Miller			875 00
	14.	" A. Moore			10 00
	24.	" Kiefer & Heck			83 33
	29.	" Bergfeld			20 00
	31.	" A. M. Pettit, 2 mos			50 00
Feb.	1.	" H. L. Young & Co	60 00		
		" A. L. Larpenter	41 65—		101 65
	8.	" Z. Weiss			25 00
	16.	" J. Bergfeld			20 00
	20.	" John H. Denton			10 00
M'ch.	1.	" Kiefer & Heck	83 33		
		" A. L. Larpenteur	41 65		
		" H. L. Young & Co	60 00—		184 98
	11.	" Jas. Bergfeld			20 00
	19.	" Z. Weiss			25 00
	25.	" Kiefer & Heck			83 33
Ap'l.	1.	" J. H. Denton	10 00		
		" H. L. Young & Co	60 00		
		" A. L. Larpenteur	41 65		
		" Chas. T. Miller, 3 mos	875 00—		986 65
	2.	" A. Wood, on account			7 00
	9.	" R. Postle			12 00
	10.	" Jas. Bergfeld			20 00
	15.	" Z. Weiss			25 00
	18.	" A. Wood, on account			8 00
	25.	" Kiefer & Heck			83 33
May	1.	" H. L. Young & Co	60 00		
		" A. L. Larpenteur	41 65		
		" J. H. Denton	10 00—		111 65
	2.	" Z. Weiss			25 00
247	3.	" A. Wood, 17 days to May 1, '78	8 50		
		" A. M. Petit	25 00—		33 50
	17.	" Jas. Bergfeld			20 00
	23.	" A. Wood, on account			8 00
	25.	" A. M. Pettit			25 00
	29.	" J. H. Denton, to July 1, '78	10 00		
		" Kiefer & Heck	83 33—		93 33
June	1.	" H. L. Young & Co	60 00		
		" A. L. Larpenteur	41 65—		101 65
	4.	" A. Wood, on account			8 00
	5.	" Z. Weiss			25 00
	15.	" Jas. Bergfeld, 2 mos			40 00
	22.	" A. Wood, to Jan. 15, '78			14 00
	28.	" Kiefer & Heck			83 33

No. 2.—Julia Maffitt

DR. JULIA MAFFITT.

1878.					
Sep.	30.	To amount forward			$962 52
Oct.	31.	" Insurance 16, 18, 20, 22, & 24 Jack. st	$127 50		
		" " Pioneer building	30 00—		157 50
Nov.	30.	" " Danforth House	20 00		
		" " Davis House	6 75—		26 75
		" Sidewalk No. 18	8 80		
248		" " No. 20	10 50		
		" " Nos. 22 and 24	22 25—		41 55
Dec.	7.	" Repairs Blaze House			8 15
	16.	" Plastering ceiling No. 20 Jackson str't			28 00
	24.	" Repairs faucet Blaze House	90		
		" " water pipes Danforth House	11 00—		11 90
	31.	" Blaze House, storm sash	10 75		
		" Repairs Pioneer building	5 00—		15 75
		" Ramsey Co. tax, 1878			1,160 90
		" Com. 5 per cent. on $6,472.28			323 61
		" Draft to bal. account			3,771 65
					$6,472 28

to January 1st, 1879—(continued.)

JULIA MAFFITT. CR.

1878.					
July	1.	By J. H. Denton	$10 00		
		" A. L. Larpentuer	41 65		
		" Young & Co	60 60—		111 65
	2.	" Chas. T. Miller			875 00
	6.	" Z. Weiss			25 00
	8.	" Jas. Bergfeld			20 00
	27.	" Julia Maffitt			83 33
	31.	" A. M. Pettit			25 00
Aug.	1.	" A. L. Larpentuer	41 65		
		" H. L. Young & Co	60 00—		101 65
	2.	" Z. Weiss	25 00		
		" J. H. Denton	10 08—		35 00
		" J. E. Fisher			20 00
	10.	" Jas. Bergfeld			20 00
249		" Mrs. Busse			5 00
	25.	" L. Luther, 6 mos			25 00
	27.	" Kiefer & Heck			83 33
Sep.	2.	" Mrs. Busse, bal	5 00		
		" A. L. Larpentuer	41 65		
		" Z. Weiss	25 00—		71 65
	7.	" Jas. Bergfeld	20 00		
	28.	" Kiefer & Heck			83 33
Oct.	1.	" Z. Weiss	25 00		
		" A. L. Larpentuer	41 65—		66 65
	2.	" Chas. T. Miller	875 00		
		" Mrs. Busse	10 00—		885 00
	4.	" J. E. Fisher			20 00
	12.	" A. M. Pettit, 3 mos			75 00
Nov.	1.	" A. L. Larpentuer			41 65
	2.	" Z. Weiss	25 00		
		" Mrs. Busse to January 1, '79	20 00—		45 00
	4.	" J. E. Fisher			20 00
	7.	" Jas. Bergfeld			20 00
	8.	" A. O. Bailey			50 00
	16.	" Kiefer & Heck			83 33
Dec.	2.	" A. L. Larpentuer	41 65		
	3.	" A. O. Bailey	50 00—		91 65
	3.	" Kiefer & Heck	83 33		
		" Z. Weiss	25 00—		108 33
	7.	" J. E. Fisher			20 00
					$6,472 28

250 *Stone Building Account*

251 CR. STONE BUILDING

1868.				
Feb.	22.	By 3 mos. rent,	Bohrer & Wright	$250 00
June	9.	" 3 "	Mil. & St. P. R. R. Co	875 00
		" 3 "	Bohrer & Wright	625 00
Oct.	1.	" 3 "	" "	625 00
	23.	" 3 "	Wm. F. Davidson	875 00
Dec.	31.	" 3 "	Bohrer & Wright	625 00
1869.		" 3 "	Wm. F. Davidson.	875 00
April	1.	" 3 "	Bohrer & Wright	625 00
	3.	" 3 "	Wm. F. Davidson	875 00
July	1.	" 3 "	Bohrer & Wright	500 00
	16.	" 3 "	Wm. F. Davidson	875 00
Oct.	1.	" 3 "	Bohrer & Wright	500 00
	15.	" 3 "	Mil. & St. P. R. R. Co	875 00
Dec.	31.	" 3 "	Bohrer & Wright	500 00
	3.	" 3 "	Mil. & St. P. R. R. Co.	875 00
		To balance		6,525 64

253

$16,900 64

in acc't with John S. Prince.

252		ACCOUNT.	DR.	
1868.				
Jan'y	14.	To Strong, bill of pipe	$7 20	
Feb.	15.	" Donavan & Barnholzer, on ac't	200 00	
	17.	" Stovepipe	5 50	
	18.	" 14 cords slabs at $3.75	52 50	
March	1.	" Chas. Haggerty, for stovepipe	4 00	
	7.	" Cleaning gutter	1 00	
	14.	" Donavan & Banholzer	200 00	
		" Jas. Dillon, on ac't	50 00	
	17.	" Cleaning stove	4 00	
	20.	" Jas. Dillon, bal. hanging iron shutters	55 00	
	21.	" Cleaning cor. b'ld'g	5 00	
	27.	" Notice to builders	3 00	
April	10.	" 1,500 feet com. bds. at 18	27 00	
		" Hauling 3 loads at 50 cts	1 50	
		" 512 ft. 2 x 12 x 16 at 16	8 19	
		" 50 com. bds. at 18	90	
	11.	" Chas. Williams, extra painting	139 55	
May	19.	" Jas. Cullen, bill of plastering col. b'ld'g,	849 40	
	12.	" On iron shutters	20 50	
	19.	" Prendergast Bros. bill of painting roof and repairs	155 09	
June	24.	" E. P. Bassford, bill	270 00	
July	11.	" Donavan and Barnholzer, in full	403 00	
	23.	" D. Bronghier, bill of hanging shutters	255 00	
		" Gas Co. bill, plumbing	178 82	
Aug.	12.	" T. Reardon, carpenter work per contract	7,300 00	
		" Extra work per bill	1,526 00	
	29.	" Michael Miller, on excavation in rear of building	10 00	
Sep.	19.	" Ins. prem., 1 year on b'ld'g	509 35	
		" Prendergast Bros. bill	18 00	
		" Michael Miller, 19½ days' work	29 25	254
Oct.	3.	" Cook & Webb, bill hauling	33 37	
	23.	" 1 day's labor	2 75	
Nov.	2.	" Prendergast Bros. bill	22 55	
Dec.	9.	" Jno. Aiton, bill of plastering	95 65	
	31.	" Gas Co. bill	141 62	
		" Fire & Marine ins. prem	104 37	
		" James Cullen, bill of repairs	22 37	
1869.				
		" Tax of 1868	1,800 00	
April	2.	" Prendergast Bros. repairs	4 00	
		" 4 days' work men	8 36	
May	8.	" Bill lumber for sidewalk	14 52	
		" Prendergast Bros. repairs	30 50	
June	30.	" J. B. Braden & Co., bill	2 17	
July	10.	" Wm. Horn, bill	10 00	
Sep.	20.	" Ins. prem., 1 year	493 50	
	4.	" Pioneer bill, ad. stores	16 80	
Oct.	21.	" Cleaning stores	3 00	
Nov.	30.	" Lumber bill	6 36	
		" Tax of 1869	1,800 00	
			$16,900 64	

255 United States Circuit Court, District of Minnesota.

S. L. M. BARLOW et al.
vs.
CHAS. P. CHOUTEAU et al.

The court, by its order made in this case on the 13th day of August, A. D. 1878, ordered as follows, among other things:

It is ordered that an account be taken of all the real estate sold since the dissolution of the firm of P. Chouteau, Jr., & Co., by the retirement of John F. A. Sanford, to parties other than the representatives of the said partners.

That in stating said account the lands and town-lots sold to third parties in 1866, 1867, be valued at their present value, less improvements made by the purchasers.

That in said account shall be stated the amount of all taxes paid by Chas. P. Chouteau and Julia Maffitt upon the property sold at the time of the conveyance, and also the amount of taxes paid upon the property unsold to date, and such sums as may have been necessarily expended in the care and custody of the property.

That H. E. Mann, Esq., be, and he is hereby, appointed
256 the master to take the account and report.

It is found in said order and determined that the said firm was dissolved in 1852.

Under this order, the parties have presented their proofs, and submitted the matter to the undersigned, the said master, who would now respectfully report to the court thereon:

The parties, in presenting their proofs, have proceeded upon the theory that, in stating this account, the master should not only consider the real estate sold, the amount of taxes paid, and such sums as have necessarily been expended in the care and custody of the property, but also the amount paid for improvements upon the property and the rents and profits; and the master, considering this to be the mutual understanding of the parties, and essential in the adjustment of their rights, has included the sums paid for improvements and the rents and profits in the statement of accounts which he presents.

The time when this account commenced was in 1853, but there is no evidence in regard to taxes paid, expenses, rents, and profits, &c., until the year 1855. From that date to 1861, inclusive, the receipts and disbursements in respect to this property appear on
257 the books of P. Chouteau, Jr., & Co., in an account with John S. Prince, who had charge of the property.

This account includes the money expended in the care and custody of the property, for improvement, and in the payment of taxes. It also includes all receipts for property sold, and for the rents and income of the property, and, stated in convenient periods, is as follows:

Receipts.

For the years 1855, 1856, 1857	$48,355 70
" " 1858, 1859	10,826 46
" year 1860	3,664 19
" " 1861	5,926 28
Total	$68,772 63

Disbursements.

For the years 1855, 1856, 1857	$6,748 06	
" " 1858, 1859	14,301 10	
" year 1860	11,462 39	
" " 1861	32,118 46	
		64,630 01
Balance of receipts over disbursements		$4,142 62

This brings the account down to 1862, and here another absence of proof is met with; and nothing respecting these receipts and disbursements can be ascertained until the year 1870, when they appear on the books of John S. Prince, in his accounts with the de-
258 fendants purchasers at the sales of 1866, 1867, and are as follows:

Receipts of C. P. Chouteau.

For the year 1870	$3,966 72
" " 1871	8,017 66
" " 1872	6,546 51
" " 1873	7,323 17
" " 1874	7,344 75
" " 1875	9,629 75
" " 1876	6,442 87
" " 1877	6,449 05
" " 1878	7,151 88
Total receipts	$62,872 36

Disbursements by C. P. Chouteau.

For the year 1870	$2,646 16	
" " 1871	2,495 71	
" " 1872	4,738 97	
" " 1873	2,955 27	
" " 1874	4,707 27	
" " 1875	7,645 94	
" " 1876	3,323 75	
" " 1877	3,341 18	
" " 1878	2,181 22	
		34,035 47
Balance of receipts over disbursements		$28,836 89

259 *Receipts of Mrs. Sire.*

For the year 1870		$50 00
" " 1871		113 45
" " 1872		156 30
" " 1873		159 30
" " 1874		302 80
" " 1875		300 00
" " 1876		475 00
" " 1877		387 50
" " 1878		675 00
Total receipts		$2,619 35

Disbursements.

For the year 1870	$302 11	
" " 1871	365 81	
" " 1872	424 29	
" " 1873	650 82	
" " 1874	1,215 19	
" " 1875	924 32	
" " 1876	561 69	
" " 1877	629 63	
" " 1878	541 17	
		5,615 03
Balance of disbursements over receipts		$2,995 68

260 *Receipts of Sarpy Heirs.*

For the year 1870	$160 00
" " 1871	1,091 65
" " 1872	514 40
" " 1873	250 00
" " 1874	500 00
" " 1875	2,250 00
" " 1876	900 00
" " 1877	750 00
" " 1878	754 50
Total receipts	$7,170 55

Disbursements.

For the year 1870	$635 64	
" " 1871	1,125 58	
" " 1872	1,060 41	
" " 1873	1,225 32	
" " 1874	1,545 78	
" " 1875	1,662 72	
" " 1876	1,955 54	
" " 1877	1,170 96	
" " 1878	1,243 38	
		11,625 33
Balance of disbursements over receipts		$4,454 78

261 *Receipts of Julia Maffit.*

For the year	1870		$5,753 64
" " "	1871		6,470 31
" " "	1872		7,520 26
" " "	1873		8,321 48
" " "	1874		6,937 95
" " "	1875		7,113 33
" " "	1876		7,376 10
" " "	1877		6,966 41
" " "	1878		6,472 28
Total receipts			$62,931 76
	Disbursements.		
For the year	1870	$3,000 32	
" " "	1871	1,118 33	
" " "	1872	3,734 38	
" " "	1873	2,844 93	
" " "	1874	5,126 91	
" " "	1875	6,962 32	
" " "	1876	2,576 39	
" " "	1877	3,813 61	
" " "	1878	2,698 28	
			31,875 47
Balance of receipts over disbursements			$31,056 29

262 *Receipts of P. Chouteau, Jr., & Co.*

For the year	1870		$1,100 00
" " "	1871		0,000 00
" " "	1872		302 92
" " "	1873		375 00
" " "	1874		548 41
" " "	1875		811 95
" " "	1876		587 00
" " "	1877		0,000 00
" " "	1878		0,000 00
Total receipts			$3,725 28
	Disbursements.		
For the year	1870	$335 88	
" " "	1871	297 88	
" " "	1872	20 30	
" " "	1873	178 01	
" " "	1874	408 47	
" " "	1875	636 68	
" " "	1876	494 06	
" " "	1877	000 00	
" " "	1878	000 00	
			2,371 28
Balance of receipts over disbursements			$1,354 00

This last I understand to relate to a small amount of property not included in the sales of 1866, 1877, or the division then made.

263 *Recapitulation and sales since* 1866, 1867.

Balance of receipts over disbursements for the years 1855 to 1860, inclusive		$4,142 62
Balance received by C. P. Chouteau over disbursements, as above	$28,836 89	
His share of sale of lots 1, 2, 3, 7, B. 81; lots 2, 3, 6, B. 82; lots 1, 3, 4, 5, 6, B. 83; lots 2, 3, 4, 6, B. 84; lots 2, 3, 4, B. 85; lot 1, B. 86, by deed recorded in Book VV of deeds, page 453, Ramsey Co.; lands in Kittson's add'n. In the division of 1866–'7 these lots went to him and Mrs. Maffitt, and were sold to 1st div. St. Paul & Pacific R. R. Company for $2,255.52	1,127 76	
His share of proceeds of sale of lots 1, 3, 4, B. 73; L. 3, B. 74; L. 1, B. 76; Ls. 3, 4, B. 77; all of B. 78; lots 1, 2, 3, 4, B. 79; all of B. 80; lots 1, 5, 6, 7, B. 68; lots 1, 2, 3, 4, 7, B. 69; lot 3, B. 71; lots 1, 2, B. 72, Kittson's add'n; which lots, in the division of 1866–'7, went to him and Mrs. Maffitt, and were sold by them to the 1st division St. Paul P. R. R. Co. for $30,000; one-half of this and the last appearing in receipts of Mrs. Maffitt. Deed recorded Book 65 of deeds, page 199, Ramsey Co. Records	15,000 00	
		44,964 65
264 Mrs. Sire's receipts of sale of lot 3, B. 31, St. Paul proper; the deed for which is recorded in Book 53 of Deeds, page 643, and which lot fell to her on such division	3,000 00	
Also of sale of lot 1, B. 39, St. Paul proper, by her, to Sioux City R. R. Co.; deed recorded in Book 63 of Deeds, page 16; which lot fell to her in such division	7,000 00	
Total receipts	$10,000 00	
Deduct balance of expenditures over receipts, as above	2,995 68	
		7,004 32
Amount brought forward		$56,111 59

Balance rec'd by Mrs. Julia Maffitt over disbursements, as shown above	$31,056 29	
Her share of proceeds of sales made by her and C. P. Chouteau, as detailed above—one	1,127 76	
And another	15,000 00	
		47,184 05
Receipts of P. Chouteau, Jr., & Co. over disbursements		1,354 00
		$104,649 64
Deduct balance of disbursements over receipts of Sarpy heirs		4,454 78
		$100,194 86
265 Amount derived from sales of property at Hastings, which the parties agree shall be put in acc't at the amount realized at the sale in 1866 & 1867. A schedule is hereto annexed, describing this property		15,044 00
Amount realized from sale of outside property, as per schedule hereto annexed in 1866, 1867, and which the parties also agree shall go into the acc't at sale price. See schedule annexed		9,186 83
Saint Anthony property sold at agreed value		18,220 00
		$142,645 69
Deduct from this stone building acc't, as per stipulation		6,525 00
Total receipts in excess of expenditures, aside from sales of Saint Paul property in 1866, 1867, to parties other than defendants.		$136,120 69

This balance of $136,120.69 brings the accounts down to January, A. D. 1879, and includes rents, profits, improvements, taxes, all necessary expenses, and salary of Mr. Prince, agent in charge.

266 The only remaining matter for the consideration of the master is the value of the St. Paul property sold to parties, other than the defendants, in 1866 and 1867, at the date of the interlocutory decree in 1878.

The only evidence before the master is that of Mr. Fairchild, whose total valuation of these lands is	$203,900 00
That of Mr. Metcalf, whose total valuation is	185,150 00
" " Misses Prince & Johnson, total valuation is	121,365 00
And assessor's valuation for taxation	143,866 00

The value of the separate lots as given by these will be found in a statement annexed.

There are great difficulties in arriving at the value of this property. The testimony of the witnesses, who are men whose reputation for truthfulness is above suspicion, and whose judgments in matters of this kind are justly entitled to very great respect, places this valuation at widely different sums. Ordinarily the sum which any article would bring in the market is the best standard by which its value can be ascertained. The sum which one would have to pay for such an article in the market ought to afford a standard of value equally as reliable; but the time when this valuation is to
267 be made was at one of those periods which occasionally occur, when, either through timidity of capital, or urgent necessities calling it in another direction, none seeks investment in real estate, and these two standards of valuation might lead to quite different results. For instance, if a person had a lot in a particular locality which he desired to sell, as capital was shunning such investments, he might be forced to sell, if he sold at all, at a very low figure. On the other hand, if a person desired to purchase a lot in a particular locality, unless he found some property owner in that locality who was impelled by some necessity to sell, he might be compelled to pay a very fair price, which seldom fails, to purchase of some one in any locality. The result of this calling away of capital from real estate investments is, that few except those driven by some necessity offer it for sale, and there is no reliable standard of value, and the judgments of witnesses in regard to it widely vary, as is shown in this case.

Taking all this into consideration, and giving to all the testimony the weight to which I deem it entitled, not fixing the value at what it would bring at a forced sale on the one hand, nor at a speculative value on the other, but giving due consideration to the fact that it was unsalable, bringing my best judgment to the matter, I
268 have fixed upon the sum of $170,000 as the fair and reasonable value of this property, in the year 1878, at the date of the interlocutory decree.

Adding then to the sum of	$136,120 69
before found & stated, this sum of	170,000 00
It gives us the sum of	$306,120 69

As the balance in this statement of accounts against the defendants, and 17⅓ of this sum is $53,060.92.

All of which is respectfully submitted.

H. E. MANN, *Master.*

269 At the request of plaintiff's counsel, the master makes the following computations, viz.:

Balance of acct. up to 1862	$4,142 62
Balance of receipts over disbursements of P. Chouteau, Jr., and Company	1,354 00

Amount derived from sales of Hastings property	15,044 00
Amount realized from sales of outside property	9,186 83
Amount realized from sales of St. Anthony property	18,220 00
Value of St. Paul property sold in 1866, 1867	170,000 00
	$217,947 45
Deduct the stone-building acct.	6,525 00
	$211,422 45
17⅓-100 of that sum is	$36,646 56
17⅓-100 of $44,964.65, balance of C. P. Chouteau's receipts over disbursements, is	7,793 87
17⅓-100 of $7,004, balance of Mrs. Sier's receipts over disbursements	1,214 08
17⅓-100 of $47,184.03, balance of Mrs. J. Maffitt's receipts over disbursements	8,178 57
	$53,833 08
Deducting from this 17⅓-100 of $4,454.78, balance of	772 16
Sarpy heirs' expenditures over receipts gives	$53,060 92

as stated before. The sources from which the above sums come, appear fully in foregoing statement of account.

H. E. MANN,
Master in Chancery.

270 *Sales of Property at Hastings, Minnesota*, 1866.

L.	B.		L.	B.		L.	B.	
2	1	$325	7	47	$190	4	133	$130
2	4	600	4	48	150	4	134	150
2	7	60	6	49	130	7	134	125
3	8	45	2	62	50			
6	9	120	2	66	110	*Addition No.* 13.		
7	9	120	3	66	110			
1	24	110	2	67	180	1, 2	1	40
4	24	115	7	68	200	26	1	25.50
6	24	85	8	68	200	34, 35	1	50
7	25	105	1	69	165	1, 6	3	108
8	25	105	3	69	85	1, 71	10	88
2	27	55	1	71	105	13	14	55
4	28	225	1	78	75	14	14	55
6	28	235	6	78	75	13	15	60
1	32	240	4	89	100	14	15	70
5	34	230	2	102	100	1	16	300
8	35	180	2	105	200	2	16	300
6	36	135	2	107	215	6	16	205
8	36	145	6	110	135	7	16	205
3	37	235	4	120	125	12	16	120
4	37	225	3	121	170	13	16	120
2	38	180	4	121	255	13, 14	29	200
4	38	350	4	124	130	1, 20	33	265
7	42	190	All	125	25	6, 15	36	90
2	43	90	4	130	45	13, 14	42	52
7	44	300	All	131	55	6, 9	43	56
1	45	160	5	132	145	1,5,16,20	45	100
1	46	160	6	132	145			

271 1867.

L.	B.		L.	B.	
6	18	$310	7	85	12.50
7	22	150	3	91	17
1	42	57.50	4	91	17
2	42	57.50	1	92	12.50
5	43	305	5	95	11
8	43	100	6	95	11
2	56	120	1	116	35
4	56	75	3	116	35
3	61	75	2	118	125
5	77	25	8	123	105
6	77	25	4	126	35
2	84	12	4	127	75
6	85	12.50			

Addition No. 13.

L.	B.	
3, 4	2	$40
13, 14	13	150
19, 20	17	200
1,5,16,20	19	130
8, 9	29	120
1, 4	30	400
1,5,16,20	31	100
8, 9	41	44
3,4,15,16	44	40
6, 15	47	90
17, 18	27	150
Total		$15,044 00

272 *Sales of Outside Property,* 1866 *and* 1867.

John Kennedy, lot in Washington Co	$115
H. H. Sibley, lots in Mendota	804
H. H. Sibley, lands in Mendota	1,620 71
H. H. Sibley, lands n. e. of Mendota	1,233 12
John S. Prince, lands n. e. of Mendota	1,376
Rodolphus Burgett, lots Sauk Rapids	100
Luther and Spurr, lots Sauk Rapids	633
H. H. Sibley, lands Trav. des Sioux	300
H. H. Sibley, lands Stearns Co	85
F. Steele, lands Manomin Co	224
F. Steele, lands Benton Co	1,575
F. Steele, lands White Bear	240
Daniel Desmond, lots Belle Plaine	432
James Akers, lots Sauk Rapids	291
James Akers, lots Sauk Rapids	50
G. W. Benedict, lots Sauk Rapids	84
Franklin Steele, lots Sauk Rapids	24
	$9,186 83

Exhibit "A," Aug. 13, 1879.

273 *Saint Anthony.—Sold at Auction.*

Lot.	Block.	Sold.			
3	2	$115	35	400	20
4	2	115	15	500	50
5	2	115	175	200	100
6	2	115	300	400	150
7	2	115	450	350	200
12	2	115	500	75	250
13	2	115	500	700	300
3	3	102	500	300	
4	3	102	500	300	1,070

	Lot.	Block.	Sold.		
	5	3	$102	500	300
	6	3	102	500	300
	7	3	102	500	300
	8	3	102	600	200
	1	4	100	450	350
	2	4	100	400	300
	3	4	100	150	300
	4	4	100	400	300
	5	4	100	400	300
	6	4	100	400	300
	7	4	100	450	350
	2	6	130	500	325
	3	6	130	500	300
	4	6	130	500	200
	5	6	130	500	325
			2,637		7,675
274	L.	B.	$2,637		$7,675
	6	6	130	500	325
	7	6	130	500	325
	2	7	225	550	300
	11	7	225	550	350
	12	7	255	550	300
	7	8	265	700	800
					$10,075
				Deduct	1,555
					$8,520

Borup's Addition.

L.	B.			
1	1	65	350	550
2	2	25	225	50
3	3	21	100	25
1	4	70	250	50
2	4	70	250	75
4	4	70	300	300
2	5	50	400	225
3	5	50	400	225
4	5	50	500	225
5	5	50	300	275
6	5	50	300	250
7	5	50	300	225
8	5	50	300	225
9	5	50	300	225
1	6	31	300	600
2	6	31	275	
3	6	31	275	325
4	6	31	125	
		4,742		3,650

	L.	B.			
	5	6	31	$250	
	6	6	31	250	
	7	6	31	250	300
	8	6	31	300	
	1	7	80	125	75
	2	7	80	250	50
	3	7	80	175	150
	1	9	155	350	275
	2	9	155	300	200
	3	9	65	300	200
	4	9	65	300	200
	5	9	65	350	
	6	9	65	300	
	7	9	65	275	850
	8	9	65	275	
	9	9	65	275	
	10	9	65	300	200
	3	10	70	350	200
	4	10	70	300	800
	5	10	70	350	
	6	10	210	350	360
	9	10	185	400	250
	9	11	155	275	150
	10	11	155	300	200
	1	12	26	300	200
	2	12	26	275	160
	3	12	26	275	100
275	4	12	26	15	10
	5	12	26	35	20
	6	12	26	75	40
	All	13	20	30	10
	1	14	150	400	300
	2	14	150	350	250
	3	14	55	325	200

276 United States Circuit Court, District of Minnesota.

SAMUEL L. M. BARLOW et al.
vs.
CHAS. P. CHOUTEAU et al.

The defendant has filed a supplemental statement of account, indorsed as follows:

"Stone Building Account
in acct. with John S. Prince."

This account adds to the Dr. side of the accounts already in, the sum of	$16,900
And to the credit side thereof	$10,375
The balance being	$6,525

That balance should be deducted from the balance to be charged against the defendants under the accounts as they stood before filing the supplemental account.

W. P. CLOUGH,
Of Counsel for Plffs.

Lot.	Block.	1878. Assessor.	1878. H. S. Fairchild's appraisement.	August, 187 . Metcalf's appraisement.	Fairchild's 1876 valuation.	J. S. Prince and R. W. Johnson valuation.	277
1	1	7,800	10,000	9,000	12,000	7,620	Kittson's addition.
1	2	5,750	8,000	8,500	8,000	4,620	
4	4	2,500	2,500	3,000	3,500	2,000	
5	4	2,500	2,500	3,000	2,500	2,000	
4	5	2,250	2,500	1,800	2,500	1,700	
5	5	2,300	2,500	2,200	2,800	1,700	
6	5	1,800	2,000	1,800	2,400	1,400	
7	5	1,800	2,000	1,800	2,400	1,400	
3	7	3,000	4,000	4,000	4,000	2,000	
4	7	2,300	2,800	2,500	3,200	1,600	
5	7	1,800	2,800	2,000	2,800	1,400	
1	11	2,250	2,500	2,200	3,000	1,600	
7 & 8	11	1,880 2,300	5,000	8, 3,000 7, 2,500	5,500	8, 1,600 7, 1,500	
3	12	1,750	1,800	1,800	2,200	1,500	
4	12	2,250	2,200	2,000	2,600	1,700	
5	13	2,600	2,400	3,000	2,800	2,000	
6	13	1,900	2,200	2,500	2,500	1,800	
4	13	2,500	2,200	3,000	2,500	2,000	
3	21	500	400	500	400	350	
5	21	1,000	2,000	1,500	1,600	750	
6	21	600	500	1,200	500	600	
8	21	700	400	800	400	500	
4	22	2,250	2,800	3,000	2,800	2,000	
5	24	2,800	3,000	3,500	3,000	2,500	
6	24	2,250	2,500	3,200	2,500	2,000	
8	24	2,800	3,500	3,500	3,500	2,500	
2	26	1,750	800	2,000	2,200	1,600	278
3	26	1,750	1,800	2,000	2,200	1,600	
4	26	2,250	2,000	2,500	2,500	1,800	
3	33	2,250	3,000	3,000	3,000	2,000	
4	33	2,800	3,500	3,500	3,500	2,500	
3	34	1,800	2,000	2,500	2,200	2,000	
7	34	1,200	1,200	1,000	1,800	1,000	
8	34	1,000	1,500	1,250	2,000	800	
6	35	700	900	500	1,200	400	
8	35	1,000	1,200	650	1,600	600	
1	39	1,000	1,300	1,100	1,800	800	
1	41	1,500	1,700	1,500	2,000	900	
6	41	800	1,300	1,000	1,600	600	
7	44	1,400	2,200	1,500	2,200	900	
8	44	1,700	2,500	1,800	2,500	900	
3 & 4	45	3, 800 4, 1,600	5,000	3, 1,500 4, 2,500	6,000	3, 1,750 4, 2,000	
6	45	800	2,000	1,500	2,200	800	
8	45	1,000	2,500	2,000	2,500	900	
1	46	1,000	1,700	1,600	2,000	900	
2	46	800	1,700	1,300	2,000	750	
3	46	800	1,700	1,300	2,000	750	

Lot.	Block.	Assessor's valuation.	Fairchild's appraisement.	Metcalf's appraisement.	Fairchild's 1870 valuation.	J. S. Prince and R. W. Johnson valuation.	
5	46	1,000	2,500	2,000	2,500	900	
8	46	1,000	1,700	2,000	2,000	900	
1	48	900	1,700	1,500	2,000	800	
2	48	700	1,500	1,200	1,800	600	
5	48	900	1,800	1,600	2,200	800	
7	48	700	1,300	1,400	1,700	600	
1	49	1,000	1,700	1,500	2,000	800	
3	49	800	1,300	1,200	1,600	700	
4	49	1,000	1,700	1,500	2,000	800	279
8	49	1,000	1,800	1,600	2,200	900	
1	50	1,000	1,800	1,500	2,200	900	
2	50	800	1,500	1,200	1,800	700	
6	50	800	1,400	1,300	1,800	700	
2	52	400	800	500	1,000	300	
3	52	400	800	500	1,000	300	
7	52	1,000	2,600	2,500	2,600	1,000	
8	52	1,200	3,000	2,600	3,000	1,200	
4	59	1,000	1,700	1,600	2,200	900	
3	63	800	1,200	1,000	1,600	700	
4	63	1,000	1,400	1,250	1,800	900	
7	63	3,000	4,000	3,000	4,000	2,500	
11	63	2,000	2,500	2,500	3,000	1,800	
12	63	1,500	2,000	2,200	2,500	1,200	
14	63	1,300	1,500	1,500	2,000	1,400	
7	66	1,200	2,500	2,000	2,500	1,000	
8	66	1,500	3,000	2,500	3,000	1,200	
1	68	1,500	3,000	2,000	3,500	800	
1	69	1,500	3,000	2,000	3,500	1,200	
2	69	1,200	2,500	1,600	3,000	1,000	
3	69	1,200	2,500	1,600	3,000	1,000	
4	69	1,500	3,000	2,000	3,500	1,200	
7	69	800	1,000	800	1,200	600	
1	71	3,000	3,000	2,800	3,500	2,500	
3	71	2,300	2,500	2,500	3,000	2,000	
1	72	800	1,000	1,000	1,000	700	
2	72	600	600	800	600	500	
1	73	800	1,200	800	1,200	700	280
1	87	500	1,000	600	1,000	50	
1	87	500	3,500	1,500	3,500		If new map is
2	88 }					400	correct.
3	88 }	500	2,500	1,500	2,500	400	If old map.
2	89	500	1,000	400	1,000	400	Old map.
3	89	500	1,200	800	1,200	400	
1	91	300	600	300	600	300	
2	91	50	100		100	25	
3	91	600	800	1,000	800	400	

Strip on Broadway.

Lot.	Block.	Lot.	Block.	Lot.	Block.	Lot.	Block.	Lot.	Block.	Lot.	Block.
5	3	4	9	2	4	4	5	4	12	3	13
6	3	2	15	3	4	5	5	5	12	4	13
7	3	3	15	4	4	6	5	6	12	5	13
9	3	W. S.		5	4	2	12	1	13	6	13
10	3			3	5	3	12	2	13		
3	9	1	4								

281 *Bazille and Guêrin's Addition.*

11	1	2,250	2,500	2,500	2,500	1,800

Ramsey's Addition.

14	2	1,200	1,500	1,500	1,800	1,200
N½ NE¼ Sec. 10, T. 28, R. 22.						
		616	3,200	1,200	3,200	800

282 (Indorsed:) United States Circuit Court, District of Minnesota; S. L. M. Barlow et al. vs. Charles P. Chouteau et al.; master's report; filed Aug. 2, 1880; H. E. Mann, clerk.

283 In the Circuit Court of the United States, District of Minnesota.

SAMUEL L. M. BARLOW, sole Surviving Executor of the last will and Trustee of the Estate of JOHN F. A. SANFORD, deceased; ISABELLA SANFORD, widow, and JOHN F. A. SANFORD and EMILIE C. SALA, children of the said JOHN F. A. SANFORD, deceased, Plaintiffs,

against

CHARLES P. CHOUTEAU and JULIA MAFFITT, the heirs at law and legatees and devisees of P. CHOUTEAU, JR., deceased, and CHARLES P. CHOUTEAU, EDWARD P. TESSON and LEWIS V. BOGY, Executors of the last will of the said P. CHOUTEAU, JR., VIRGINIA PENGUET, late VIRGINIA BERTHOLD, and JULIA ANN ADELE MORRISON, late JULIA ANN ADELE SARPY, heirs at law and legatees and devisees of JOHN B. SARPY, deceased, and PIERRE A. BERTHOLD and CHAUVIN LE BEAN, Executors of the last will of the said JOHN B. SARPY, deceased, and REBECCA W. SIRE, widow and residuary legatee and devisee of JOSEPH A. SIRE, deceased, and JOSEPH H. CORON, sole surviving executor of the last will of the said JOSEPH A. SIRE, BENJAMIN C. SANFORD, JOHN S. PRINCE, and sundry other defendants named in the bill, against whom the bill was dismissed by the interlocutory decree herein, Defendants.

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Exceptions taken by all the defendants (excepting those as to whom the bill has been dismissed) to the master's conclusions, findings, and report herein under the interlocutory decree, saving all exceptions heretofore made herein.

First. In that the master has found a balance of receipts against the defendants, and certain of them, of $136,120.69; whereas he

should have found no balance whatever against any of the defendants.

Second. Whereas he has found the value of the real estate sold to parties other than parties to the suit to be $179,000, and has estimated such value as it was in the year 1878; whereas he should have estimated the same as of the dates of the alienations of the
285 several tracts, and should have found the same not to exceed $50,000, and whereas, even if he was correct in estimating such value as it was in the year 1878, he should have found such value to be $121,365, and no more.

Third. Whereas he has found that sundry and divers tracts and lots of land set forth in the bill of complaint, and in his report and in the proposed decree herein, are lands liable to the relief prayed in said bill, to wit: that the same are assets of the firm of P. Chouteau, Jr., & Co., are liable to partition between the parties to this suit, and chargeable with the 17⅓-100, the cash balances as aforesaid found; whereas he should have found that none of such lands are liable to the relief prayed in such bill, and that the same, or any of the same, are not and never were assets of the said firm, and that none of the same are chargeable with the aforesaid per centum of said cash balance.

DAVIS, O'BRIEN & WILSON AND M. B. GALUSHA,
Solicitors and of Counsel for the above-named Defendants.

286 The above exceptions came on duly to be heard before the said court on the 21st day of September, A. D. 1880, and were argued by counsel and submitted, and on consideration thereof it is ordered that such exceptions be, and the same be severally hereby, overruled, and the defendants except.

By the Court: R. R. NELSON, *Judge.*

(Endorsed:) United States Circuit Court, District of Minnesota. Samuel L. M. Barlow *v.* Charles P. Chouteau et al.; filed Sept. 21, 1880, H. E. Mann, clerk; exceptions to master's report and order annulling the same; Gilman and Clough, solicitors for plaintiffs. Due service admitted the 21st day of September, A. D. 1880; Gilman and Clough, solicitors for compl'ts.

287 In the Circuit Court of the United States for the District of Minnesota.

Final Decree.

SAMUEL L. M. BARLOW, sole surviving executor of the last will, and trustee of the estate of John F. A. Sanford, deceased, ISABELLA SANFORD, widow, and JOHN F. A. SANFORD and EMILIE C. SALA, children of the said John F. A. Sanford, deceased, Plaintiffs,

against

1. CHARLES P. CHOUTEAU and JULIA MAFFITT, the heirs at law and legatees and devisees of P. Chouteau, Jr., deceased, and CHARLES P. CHOUTEAU, EDWARD P. TESSON, and LEWIS V. BOGY, executors of the last will of the said Pierre Chouteau, Jr.; 2. VIRGINIA PENGUET, late Virginia Berthold, and JULIA ANN ADELE MORRISON, late Julia Ann Adèle Sarpy, heirs at law and legatees and devisees of John B. Sarpy, deceased, and PIERRE A. BERTHOLD and CHAVIER LE BEAU, executors of the last will of the said John B. Sarpy; 3. REBECCA W. SIRE, widow, and residuary legatee & devisee of Joseph A. Sire, deceased, and JOSEPH H. CORON, sole surviving executor of the last will of the said Joseph A. Sire; 4. BENJAMIN C. SANFORD; 5. JOHN S. PRINCE; 6. Sundry defendants against whom this suit was dismissed by the interlocutory decree therein, Defendants.

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This cause having been heard by the court at a general term thereof, and the court thereafter, upon consideration thereof, having made and entered its interlocutory decree as follows, to wit:

I. I find that, in 1852, the firm of P. Chouteau, Junior, and Co., No. 2, consisted of four persons, and the assets of the copartnership were owned, and the profits and losses were to be shared, in the following proportions:

Pierre Chouteau, Jr.	48 per cent.
John B. Sarpy	17⅓ per cent.
John F. A. Sanford	17⅓ per cent.
Joseph A. Sire	17⅓ per cent.

II. That the copartnership was dissolved in 1852 by the mutual agreement of all the parties.

III. That a large amount of real property was owned by the copartnership in the Territory (now State) of Minnesota, at the time of the dissolution, having been purchased with copartnership funds.

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IV. That the legal title to the real property was at that time in Charles W. Borup and H. H. Sibley, persons acting for said copartnership, and was by them, in 1855, conveyed to the firm of Pierre Chouteau, Jr., and Co., composed of Chouteau, Sire, Sarpy, and Sanford, and also, in 1857, other real property mentioned in the bill of complaint was purchased for the benefit of the copartnership.

V. That, at the time of the dissolution of said copartnership, it was agreed between John F. A. Sanford and the other partners, *inter alia*, that he, the said Sanford, should release to Chouteau all his interest in and to the assets of the copartnership, except the real property in Minnesota; and that, in consideration thereof, and his withdrawal from the said partnership, the said Chouteau should save him, the said Sanford, harmless on account of the debts of the said copartnership, and should assure to him, free from any debt or liability growing out of said copartnership affairs, the share of him, the said Sanford, in and to said real property, lands, and town lots, being 17⅓-100 parts thereof.

290 VI. That, in pursuance of the agreement, Sanford released his interest in the assets to Chouteau, except the lands and town lots, and during his lifetime Chouteau realized all the said assets.

VII. That Sire died in 1854, Sarpy died in 1857, and Chouteau in 1865, all leaving heirs, devisees, and legal representatives, and there never has been any accounting of the business of the copartnership, except as stated in the bill of complaint, which is referred to.

VIII. That, since the deaths of the said Sire, Sarpy, Sanford, and Chouteau, and in the years 1866 and 1867, and since then, the defendants Charles P. Chouteau and Julia Maffitt, claiming as the heirs at law and devisees of the said P. Chouteau, Jr., to be the owners of said real property in Minnesota town lots and lands, have sold property outside of the city of St. Paul, in Minnesota, and have realized large sums in money and securities, and have also sold and conveyed to various persons, including the several defendants mentioned specially in the bill of complaint as purchasers, a large
291 amount of property situated in the city of Saint Paul aforesaid, and received therefor a large amount of money and securities, without consent of the heirs or representatives of the said Sanford, and without paying or tendering to them any part or portion thereof.

IX. That the amount of real property remaining unsold, which was conveyed by said Borup and Sibley to the firm of P. Chouteau, Jr., & Co. and purchased for the benefit of the partnership, is large and of sufficient value to meet any and all claims made by complainants on account of the sale and conveyance of the property to the defendants named as purchasers in the bill of complaint and admitted in the answer.

Conclusions.

By the terms of the dissolution of the copartnership of P. Chouteau, Jr., & Co., No. 2, Sanford was to retain his interest in the Minnesota real estate, being 17⅓-100 part thereof; and the complainants, as the representatives of the estate of John F. A. Sanford, are entitled:

I. To 17⅓-100 part of all the real property mentioned in the bill of complaint, or in the schedules attached thereto, not sold to
292 parties other than the representatives of Pierre Chouteau, Jr., Sarpy, and Sire.

II. It is ordered that an account be taken of all the real estate sold since the dissolution of the firm of P. Chouteau, Jr., by the retirement of J. F. A. Sanford, to parties other than the representatives of the said partners.

III. That in stating the account, the lands and town lots sold to third parties in 1866, 1867, be valued at their present value, less improvements made by the purchasers.

IV. That in said account shall be stated the amount of all the taxes paid by Chas. P. Chouteau and Julia Maffitt upon the property sold, at the time of conveyance, and also the amount of taxes paid upon the property unsold to date, and such sum that may have been necessarily expended in the care and custody of the property.

V. That after the deduction of the taxes, and the amount necessarily expended for the management of the property, and on
293 confirmation of the master's report--

VI. It is ordered and adjudged that a decree be entered in favor of the defendants Charles P. Chouteau and Julia Maffitt for the amount of 17⅓-100 part of the remainder, which shall be enforced and satisfied out of the interest of said defendants in the real property described in the bill of complaint, or schedules, unsold.

VII. That the bill of complaint against all parties defendants, other than the representatives of P. Chouteau, Jr., Sarpy, and Sire, be dismissed, but without costs.

VIII. That H. E. Mann, Esq., is appointed to take the account and report.

And the said H. E. Mann, Esq., having made inquiry and report as required by said decree, and such report having been confirmed by the court, now, therefore, it is hereby adjudged and decreed as follows, to wit:

294 I. The plaintiff, Samuel L. M. Barlow, as the sole surviving executor of the last will of the said John F. A. Sanford, deceased, and the plaintiffs John F. A. Sanford and Emilie C. Sala, children and heirs at law of the said John F. A. Sanford, deceased, and Isabella Sanford, widow of the said John F. A. Sanford, deceased, as the legal representatives of the said John F. A. Sanford, deceased, are the owners in fee-simple, and are entitled to the possession as tenants in common, of an undivided seventeen and one-

third one-hundredths (17⅓-100) part of each and every of those certain parcels of land situated in the State of Minnesota and described as follows, to wit:

In the city of St. Paul, county of Ramsey, fifty-four (54) feet on Jackson street by one hundred and ten (110) feet, more or less, in depth on a line parallel with the line of Levee street, being that part of lot numbered five (5), in block numbered thirty (30), Saint Paul proper, situated one hundred and twenty-eight (128) feet south from the line of Third street, on said Jackson street, with stores thereon situated, known as numbers fourteen (14) and sixteen (16), Prince's block. *Also,*

One hundred and twenty-eight (128) feet front on Jackson street by one hundred and three (103) feet deep on Third street, being that part of lot numbered five (5), in block numbered thirty
295 (30), Saint Paul proper, lying on the corner of Third and Jackson streets, with stores thereon situated, known as numbers eighteen, twenty, twenty-two, and twenty-four (18, 20, 22, 24), Prince's block. *Also,*

Lot numbered one (1), in block numbered thirty-two (32), in Saint Paul proper. *Also,*

Lots numbered one, two, nine, and ten (1, 2, 9, 10), and the southeasterly three-fourths (¾) of lots numbered six, seven, and eight (6, 7, 8), all in block numbered two (2), in Whitney and Smith's addition to Saint Paul. *Also,*

Lots numbered six (6) and seven (7), in block numbered three (3), and lots numbered seven (7) and eight (8), in block numbered four (4), and lots numbered one (1) and two (2), in block numbered twelve (12), and lots numbered two (2), three (3), and four (4), in block numbered thirteen (13), and lots numbered one, two, three, four, six, and seven (1, 2, 3, 4, 6, and 7), in block numbered fourteen (14), and lots numbered one, two, three, four, five, six, and seven (1, 2, 3, 4, 5, 6, 7), in block numbered fifteen (15), and lot numbered three (3), in block numbered eighteen (18), and lots numbered three (3) and four (4), in block numbered nineteen (19), and lots numbered five (5) and six (6), in block numbered twenty-three (23), and
296 lots numbered one (1) and two (2), in block numbered twenty-four (24), and lot numbered one (1), in block numbered thirty-one (31), and lots numbered two, three, and four (2, 3, 4), in block numbered thirty-two (32), and lots numbered one, two, six, and seven (1, 2, 6, 7), in block numbered thirty-three (33), and lots numbered two, three, six, and seven (2, 3, 6, 7), in block numbered thirty-six (36), and lots numbered seven and eight (7, 8), in block numbered thirty-seven (37), and lots numbered one, two, and three (1, 2, 3), in block numbered thirty-eight (38), and lot numbered eight (8), in block numbered fifty (50), and lots numbered one, two, three, and five (1, 2, 3, 5), in block numbered fifty-one (51), and lot numbered five (5), in block numbered fifty-two (52), and lot numbered five (5), in block numbered fifty-three (53), and lots numbered two, four, six, seven, and eight (2, 4, 6, 7, 8), in block numbered fifty-four (54), and lots

numbered four, five, and six (4, 5, 6), in block numbered fifty-six (56), and lots numbered three and seven (3, 7), in block numbered fifty-seven (57), and lots numbered one, two, three, four, five, seven, and eight (1, 2, 3, 4, 5, 7, 8), in block numbered fifty-eight (58), and lots numbered one, two, and eight (1, 2, 8), in block numbered
297 sixty (60), and lot numbered one (1), in block numbered sixty-two (62), and lot numbered four (4), in block numbered sixty-seven (67), and lots numbered four and five (4, 5), in block numbered eighty-one (81), and lots numbered one, two, and three (1, 2, 3), in block numbered ninety (90), all in Kittson's addition to St. Paul. *Also*, the following lands situated in the said county of Ramsey:

Lots numbered two, three, four, and five (2, 3, 4, 5), in section No. fourteen (14), and lot No. one (1), in section No. twenty-three (23), all in town. No. twenty-eight (28), in range No. twenty-three (23), according to government survey. *Also*, the following lots situated in the county of Hennepin, in said State:

Lots Nos. eight and nine (8, 9), in block No. one (1), and lot No. two (2), in block No. two (2), and lots Nos. eight, ten, eleven, twelve, thirteen, and fifteen (8, 10, 11, 12, 13, 15), in block No. four (4), and lots Nos. one, two, three, four, five, six, seven, ten, eleven, and twelve (1, 2, 3, 4, 5, 6, 7, 10, 11, 12), in block No. five (5), and lots Nos. three, four, five, six, seven, eight, and nine (3, 4, 5, 6, 7, 8, 9), in block No. seven (7), and lot No. 7, in block No. ten (10), and lot No. four (4), in block No. eleven (11), and lots Nos. one and two (1, 2), in block No. twelve (12), all in Saint Anthony, accord-
298 ing to the recorded plat thereof. *Also*, all the following lots situated in the county of Dakota, in said State:

Lots.	Blocks.	Lots.	Blocks.
5, 6	37	2, 3	94
5, 7	56	5	107
8	65	4, 6	108
5, 7	71	2	112
5	72	2, 3, 8	113
2	74	7	116
1	75	7	118
1, 6	76	2, 8	127
3	79	2, 4	128
4	80	7	135
6, 7	81	6	136
1, 2, 3	90		

And the one-fourth (¼) part of lot No. 5, in block No. 13, and
299 the one-fourth part of lots Nos. two, three, four, five, six, seven, and eight (2, 3, 4, 5, 6, 7, 8), in block No. twenty-one (21), all in Hastings, according to the recorded plat thereof. *Also*,

Lots Nos. six, seven, eight, nine, ten, sixteen, seventeen, eighteen, nineteen, and twenty (6, 7, 8, 9, 10, 16, 17, 18, 19, 20), in block No. four (4); and lots Nos. one, two, three, four, ten, eleven, twelve, and thirteen (1, 2, 3, 4, 10, 11, 12, 13), in block No. 7; and lots Nos. six,

seven, eight, nine, ten, eleven, twelve, and thirteen (6, 7, 8, 9, 10, 11, 12, 13), in block No. eight (8); and lots Nos. one, two, three, four, five, sixteen, seventeen, eighteen, nineteen, and twenty (1, 2, 3, 4, 5, 16, 17, 18, 19, 20), in block No. eleven (11); and lots Nos. one, two, five, and six (1, 2, 5, 6), in block No. twelve (12); and lot No. one (1), in block No. thirteen (13); and lots Nos. three, four, thirteen, and fourteen (3, 4, 13, 14), in block No. seventeen (17); and lots Nos. six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, and fifteen (6, 7, 8, 9, 10, 11, 12, 13, 14, 15), in block No. twenty-four (24); and lots Nos. one, two, three, four, five, sixteen, seventeen, eighteen, nineteen, and twenty (1, 2, 3, 4, 5, 16, 17, 18, 19, 20), in block No. twenty-five (25); and lots Nos. four, five, six, nineteen, and twenty (4, 5, 6, 19, 20) in block No. twenty-six (26); and lots Nos. six, seven, twelve, thirteen, seventeen, and eighteen (6, 7, 12, 13, 17, 18), in block No. twenty-seven (27); and lots Nos. fifteen and sixteen (15, 16), in block No. thirity (30); all in addition
300 No. 13 to the said Hastings.

Also, all the following described lots in the county of Benton, in said State:

Lots Nos. two, five, six, eight, fourteen, and sixteen (2, 5, 6, 8, 14, 16), in block No. fourteen (14); and lot No. two (2), in block No. fifteen (15); and lots Nos. three, four, and five (3, 4, 5), in block No. sixteeen (16); and lots Nos. three and nine (3, 9), in block No. twenty-three (23); and lots Nos. fifteen, sixteen, seventeen, eighteen, nineteen, twenty, thirty-five, thirty-six, thirty-seven, thirty-eight, thirty-nine, and forty (15, 16, 17, 18, 19, 20, 35, 36, 37, 38, 39, 40), in block No. forty-seven (47); and lots Nos. five, eleven, twelve, and thirteen (5, 11, 12, 13), in block No. forty-nine (49); and lots Nos. one, six, eight, ten, and twelve (1, 6, 8, 10, 12), in block No. fifty-one (51); and lots Nos. one, two, four, eleven and twelve, in block No. (53); and lots Nos. three, eight, and eleven (3, 8, 11), in block No. fifty-four (54); and lots Nos. one, two, and four (1, 2, 4), in block No. fifty-six (56); and lots Nos. two, four, and twelve (2, 4, 12), in block No. fifty-seven (57); and lots Nos. two, three, and eleven (2, 3, 11), in block No. fifty-eight (58); and lots Nos. one, two, three, four, five, ten, fifteen, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, twenty-three, twenty-four, twenty-five, twenty-six, thirty-three, thirty-four, thirty-five, thirty-six, thirty-seven, thirty-eight, thirty-nine, and forty (1, 2, 3, 4, 5, 10, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 33, 34, 35, 36,
301 37, 38, 39, and 40), in block No. sixty-two (62); and lots Nos. one, four, and five (1, 4, 5), in block No. seventy-seven (77); and lot No. two (2), in block No. seventy-eight (78); and lot No. four (4), in block No. seventy-nine (79); all in Sauk Rapids, according to the recorded plat thereof.

And it is further adjudged and decreed that a partition of all the foregoing pieces and parcels of land be made between the parties hereto in the proportions hereinafter mentioned, to wit, so that seventeen and one-third one-hundredths (17⅓-100) parts thereof shall be

assigned and allotted to the said plaintiffs and the residue to such of the defendants or to those claiming under them as shall show themselves entitled to the same respectively, and that a commission issue directed to such commissioner or commissioners as the court shall hereafter appoint and designate for that purpose for the making of such partition, and that such partition shall be of specific lots or parcels of land where practicable, and where a partition of specific lots or parcels is impracticable application shall be made to the court for instructions in the premises; that all deeds and writings relating to the said property in the custody or power of the parties, or any of them, be produced before such commissioner or commissioners as they may direct; that such commissioner or commissioners be
302 empowered to examine witnesses as he or they shall think fit; that upon the partition being completed and reported to the court, and upon such partition being confirmed by the court, the several shares so allotted shall vest in the parties to whom the same are so allotted in fee-simple, and that the expenses of making such partition be borne by the several parties in proportion to the several shares assigned them.

II.

It is hereby further adjudged and decreed that the defendants Charles P. Chouteau and Julia Maffitt, within the period of three months after the date of the entry of this decree, pay to the plaintiffs the sum of *thirty-six thousand six hundred and forty-six and fifty-six one-hundredths dollars* ($36,646$\frac{56}{100}$), said sum being the seventeenth and one-third one-hundredths ($17\frac{1}{3}$-100) part of the value of the lots and lands sold in the years 1866 and 1867, hereinbefore referred to, as the same was reported by the master, and that to secure the payment of such sum the plaintiffs have a lien upon all and singular in the interest of the said defendants Chouteau and Maffitt in those lots and parcels of land described in the two paragraphs of this decree immediately following, and which are numbered respectively III and IV.

303 III.

And it is hereby further adjudged and decreed that the defendant Charles P. Chouteau pay to the plaintiffs within three months after the date of the entry of this decree seven thousand seven hundred and ninety-three $\frac{87}{100}$ dollars ($7,793.$\frac{87}{100}$,) said sum being seventeen and one-third one-hundredths ($17\frac{1}{3}$-100) parts of the balance of the income of that portion of the said lots and parcels of lands claimed to be by him held in severalty, and of the proceeds of lots and lands by him sold and conveyed since the year 1867, as found by the master, and that to secure the payment of such sum the plaintiffs have a lien upon all and singular in the interest of the said Charles P. Chouteau in the parcels of land hereinafter described, which are claimed to be held by the said Chouteau in severalty or jointly with the said Julia Maffitt, to wit: Fifty-four (54) feet on

Jackson street by one hundred and ten (110) feet more or less in depth, on a line parallel with the line of Levee street, being that part of lot number five (5) in block No. thirty (30) in Saint Paul proper, situated one hundred and twenty-eight (128) feet south from the line of Third street, on said Jackson street, with the stores
304 thereon, known as numbers 14 and 16, Prince's Block; also lot No. one (1) in block No. thirty-two (32) in Saint Paul proper; also lot No. one (1) in block No. thirty-eight in Saint Paul proper; also lots Nos. six and seven (6, 7), in block No. three (3), and lots Nos. one and two (1, 2), in block No. twelve (12), and lots Nos. six and seven (6, 7), in block No. fourteen (14), and lots Nos. one, two, three and four (1, 2, 3, 4), in block No. fifteen (15), and lots Nos. five and six (5, 6), in block No. twenty-three (23), and lots Nos. one and two (1, 2), in block No. twenty-four (24), and lot No. one (1) in block No. thirty-one (31), and lots Nos. two, three, and four (2, 3, 4), in block No. thirty-two (32), and lots Nos. six and seven (6, 7), in block No. thirty-three (33), and lots Nos. one, two, and three (1, 2, 3), in block No. fifty-one (51), and lots Nos. six, seven and eight (6, 7, 8), in block No. fifty-four (54), and lots Nos. one, two, three and four (1, 2, 3, 4), in block No. fifty-eight (58), and lots Nos. one, two and eight (1, 2, 8), in block No. sixty (60), and lot No. four in block No. eighty-one (81), and lots numbered one, two and three (1, 2, 3), in block numbered ninety (90), all in Hittson's addition to Saint Paul; all of said real estate being situated in the county of Ramsey and State of Minnesota.

305 IV.

And it is hereby further adjudged and decreed that the defendant Julia Maffitt, within the period of three months after the date of the entry of this decree, pay to the plaintiffs the sum of eight thousand one hundred and seventy-eight $\frac{57}{100}$ dollars ($8,178.$\frac{57}{100}$), said sum being seventeen and one-third one-hundredths (17$\frac{1}{3}$-100) part of the balance of the income of that portion of the said lots and parcels of land claimed to be by her held in severalty, and of the proceeds of lots and lands by her sold and conveyed since the year 1867, as found by the master, and that to secure the payment of such sum the plaintiffs have a lien upon all and singular the interest of the said Julia Maffitt in the parcels of land hereinafter described, which are claimed to be held by the said Maffitt in severalty or jointly with the said Charles P. Chouteau, to wit: One hundred and twenty-eight (128) feet front on Jackson street by one hundred and three (103) feet deep on Third street, being that part of lot No. five (5) in block No. thirty (30), in St. Paul proper, on the corner of Third and Jackson streets, whereon are situated stores numbered 18, 20, 22 and 24 Prince's Block; also lots numbered seven and eight (7, 8), in block numbered four (4), and lots numbered two, three and four in block numbered thirteen (13), and lots numbered five, six
306 and seven (5, 6, 7), in block numbered fifteen (15), and lot numbered three (3) in block numbered eighteen (18), and lots

numbered three and four (3, 4), in block numbered nineteen (19), and lot numbered one (1) in block numbered thirty-one (31), and lots numbered two, three and four (2, 3, 4), in block numbered thirty-two (32), and lot numbered eight (8) in block numbered fifty (50), and lots numbered one, two and three (1, 2, 3), in block numbered fifty-one (51), and lot numbered five (5) in block numbered fifty-two (52), and lot numbered five (5) in block numbered fifty-three (53), and lots numbered two and four (2, 4), in block numbered fifty-four (54), and lots numbered four, five and six (4, 5, 6), in block numbered fifty-six (56), and lots numbered five, seven and eight (5, 7, 8), in block numbered fifty-eight (58), and lot numbered one (1) in block numbered sixty-two (62), and lot numbered four (4) in block numbered sixty-seven (67), and lot numbered four (4) in block numbered eighty-one (81), and lots numbered one, two and three (1, 2, 3), in block numbered ninety (90); all in Hittson's addition to Saint Paul. All of said lots being in the county of Ramsey and State of Minnesota.

307 V.

And it is hereby further adjudged and decreed that the defendant Rebecca W. Sire, within the period of three months after the date of the entry of this decree, pay to the plaintiffs the sum of one thousand two hundred and fourteen $\frac{8}{100}$ dollars ($1,214 $\frac{8}{100}$), said sum being seventeen and one-third one-hundredths ($17\frac{1}{3}$-100) part of the balance of the income of that portion of the said lots and parcels of land claimed to be by her held in severalty, and of the proceeds of lots and lands by her sold and conveyed since the year 1867, as found by the master; and that, to secure the payment of such sum, the plaintiffs have a lien upon all and singular the interest of the said Rebecca W. Sire in the parcels of land hereinafter described, which are claimed to be held by the said Sire in severalty, to wit: Lots numbered one, two, three, and four (1, 2, 3, 4), in block numbered fourteen (14), and lots numbered one and two (1, 2), in block numbered thirty-three (33), and lots numbered two, three, six, and seven (2, 3, 6, 7), in block numbered thirty-six (36), and lots numbered seven and eight (7, 8), in block numbered thirty-seven (37), and lots numbered one, two, and three (1, 2, 3), in block numbered thirty-eight (38), and lots numbered three and seven (3, 7),
308 in block numbered fifty-seven (57), and lot numbered five (5), in block numbered eighty-one (81), all in Hittson's addition to the city of St. Paul.

All of said lands being in the county of Ramsey and State of Minnesota.

VI.

And it is further adjudged and decreed that the plaintiffs, within three months after the date of the entry of this decree, pay to the said defendants, heirs and legal representatives of the said John B. Sarpy, deceased, the sum of seven hundred and seventy-two $\frac{16}{100}$ dollars ($772 $\frac{16}{100}$), said sum being seventeen and one-third one-hun-

dredths (17 1-100) part of the balance of the expenditures over the receipts on account of that portion of the said lots and lands claimed to be held by the said heirs of the said John B. Sarpy in severalty, as found by the master; and that, to secure the payment of such sum, the said heirs and legal representatives have a lien upon all the interest of the plaintiffs in the parcels of land hereinafter described, which are claimed to be held by the said heirs in severalty, to wit:

Lots numbered one, two, nine, and ten (1, 2, 9, 10), and
309 the southeasterly three-fourths (¾) of lots numbered six, seven, and eight (6, 7, 8), in block numbered two (2), in Whitney and Smith's addition to St. Paul; all of said lots being situated in the county of Ramsey and State of Minnesota.

VII.

In case the several sums hereinbefore adjudged to be paid are not paid as hereinbefore directed, then the several parcels of real estate whereon the same are adjudged to be liens, respectively, shall be sold in the manner of sales of real property under decree for the foreclosure of specific liens, and under like notice, and out of the proceeds the amount of such sum so adjudged to be a lien thereon shall be paid. At any such sale any party may become a bidder, and may have applied upon the purchase price of any parcel of land purchased by him, her, or them the amount of the lien hereinbefore adjudged against such parcel of land in his, her, or their favor.

H. E. Mann, Esq., is hereby appointed a special master to make any such sale, with all powers usually vested in masters appointed to make sales under decrees of this court, under the rules and the practice of the court.

310 VIII.

The rights of the several parties in the said real estate, in so far as the rents, issues, and profits thereof and expenditures on account of the maintenance of the same are concerned, are to be regarded as having been settled and determined by this decree only up to the first day of January, A. D. 1879.

IX.

The plaintiffs shall recover from the defendants (except Sanford and Prince) their costs and disbursements, to be taxed by the clerk.

X.

Any party may apply to the court, upon the footing of this decree, for any further orders or directions that may be found necessary to the full and complete execution thereof.

XI.

The bill is hereby dismissed without costs as to all the de-
311 fendants, save and except those defendants hereinbefore in this decree specifically named and decreed against.

R. R. NELSON, *Judge.*

312 (Indorsed:) United States Circuit Court, district of Minnesota; Samuel L. M. Barlow et al. vs. Charles P. Chouteau et al.; final decree; filed September 21, 1880; H. E. Mann, clerk.

313 *Testimony on the part of Plaintiffs.*

314 In the Circuit Court of the United States for the District of Minnesota.

SAMUEL L. M. BARLOW, Executor, and others,
against
CHARLES P. CHOUTEAU and others, Defts.

Before Samuel D. Thomas, notary public for the State of New York, at his office in the city of New York, at 35 William street, Friday, November 24, 1876, plaintiffs appeared by H. S. Anderson; defendants, represented by R. B. Galusha, appear by Tompkins Westervelt. Examination adjourned to December 7 at 1 o'clock P. M.

Parties met pursuant to adjournment; same counsel present.

Samuel L. M. Barlow, sworn as a witness on the part of the plaintiffs, and examined pursuant to the annexed notice dated November 17, 1876, testified as follows:

Q. Mr. Barlow, did you know John F. A. Sanford?

A. I knew John F. A. Sanford in his lifetime. He died at the city of New York in the year 1854; he left a last will and testament by which he appointed Fred. C. Gebhard and myself sole executors. Mr. Gebhard has since died and I am his only executor. He left as heirs at law and next of kin his widow, Isabella Sanford, and his three children, to wit, Benjamin C. Sanford, John F. A. Sanford,
315 and Emile C. Sanford, who has since married and is now the wife of Count Sola, and resides at Paris. His widow and all his children except Benjamin reside at Paris, in France. That will has been admitted to probate in the city of New York, and also in Minnesota.

Q. Mr. Gebhard died when?

A. In 1867, I think; I won't be positive. He died before the commencement of this action.

Q. Did you know Mr. John B. Sarpy?

A. Yes.

Q. When did he die?

A. John B. Sarpy died about the year 1857. I also knew Joseph A. Sire, who died, I think, in the year 1854; and I was well acquainted in his lifetime with Pierre Chouteau, Junior, who died about the year 1865.

Q. Did you know the firm of P. Chouteau, Jr., & Co., of St. Louis, and the firm of Pierre Chouteau, Jr., & Co., of New York, and also the firm of Pierre Chouteau, Junior, Sanford & Co., of New York and London?

A. Yes; I knew all those firms, and for the purpose of being more clear in the giving of my testimony I will designate the first firm as the St. Louis firm, the second as the New York firm, and the third as the New York and London firm. The first firm was composed of Pierre Chouteau, Jr., Joseph A. Sire, John B. Sarpy, and John F. A. Sanford. It commenced business as a firm, I think, previous to
1844. The interest of Mr. Sanford in that firm was originally 16 per cent., but it was afterwards, and I think in the year 1849,
316 increased to 17⅓ per cent. The New York firm was composed of Pierre Chouteau, Junior, and John F. A. Sanford only. I am not able to state positively when it commenced business in New York, but I think in the year 1852, and about the same time the New York and London firm was organized and commenced business, and was composed of Pierre Chouteau, Junior, John F. A. Sanford, Uriah A. Murdock, Geo. Peabody, and Curtis Lampson. Mr. John F. A. Sanford retired from the St. Louis firm at the time of the organization of the firm of Pierre Chouteau, Junior, & Co., of New York. His retirement formed the subject of an agreement in writing between himself and the St. Louis firm.

(Counsel for plaintiff asked counsel for def't to produce that agreement pursuant to notice hereto annexed. (Notice marked Exhibit H.) Counsel for defendants objects that such notice has not been served upon the attorneys for the defendants, whom he represents, and was only served upon himself yesterday, since which there has not been time to communicate with the attorneys for the def'ts at St Paul, Minnesota, and objects to any secondary evidence being given of said agreement in consequence of non-production of said agreement under said notice.)

317 The witness continues: I have seen that agreement and it was at one time in the possession of Mr. Gebhard and myself. I saw the agreement in the years 1858 & 1859, at the time of the negotiations for a compromise between Mr. Jno. F. A. Sanford's representatives & Mr. Pierre Chouteau, junior, of the claims of the latter against the estate of Sanford for his share of the losses of the New York house. The next and last time I remember to have seen this contract was in the year 1861, at the time when I assisted in preparing an answer to the bill filed in Minnesota, by Mr. Chouteau, for the sale of the lands in question in this suit. I remember the contents of that contract. It was in the shape of a letter signed in the firm-name of Pierre Chouteau, junior, & Co., addressed to Mr. Jno. F. A. Sanford, and responded to by him as of the same date, assenting to the terms proposed in the letter. These terms were that from that date Mr. John F. A. Sanford should retire from all connection with the St. Louis house, with the view of establishing a house in New York in connection with Mr. Chouteau, in which neither Sarpy nor Sire would have any interest; and it was agreed that the remaining partners in the St. Louis house should be entitled to all the assets and property of that firm, should have sole power to settle its business, that they would relieve Mr. Sanford from all liabilities

and obligations connected with the St. Louis firm, and that his interest in the Minnesota lands owned by the said St. Louis firm
318 should be retained by him absolutely. I was cognizant of the existence of this contract for many years previous to Mr. Sanford's death, but it came into my possession at the time of my negotiations with Mr. Chouteau in 1858 & 1859, and was in the possession of the counsel of the executors, Mr. Gebhard & myself, at the time of the drawing of our answer to the bill of Mr. Chouteau, in Minnesota, to which I have above referred, which bill was filed by Pierre Chouteau, junior, & Pierre A. Berthold & Chouvin V. Le Bean, executors, &c., of the last will & testament of Jno. B. Sarpy, deceased, & Jos'h H. Conn, surviving executor, &c., of the last will & testament of Jos'h A. Sire, dec'd, against Mr. Gebhard and myself, executors of the last will and testament of Jno. F. A. Sanford, deceased. The suit was brought in the District Court for the Second Judicial District in the county of Ramsey, in the State of Minnesota. In this action Mr. Gebhard & myself filed an answer, and afterwards an amended answer, and the plaintiffs filed a reply. I now read these four papers as a part of my testimony, and they are marked by the notary as Exhibits A, B, C, & D, December 7, 1876. After the filing of the reply to an amended answer by the plaintiffs, this suit was discontinued, I think at the end of the year 1861, and from that time has never been prosecuted. The agreement to which I refer is lost. I have made every possible examination of all my own papers, of the papers of my firm, of the papers of Mr. Gebhard & those of
319 the firm of Platt, Gerard & Buckley, who were the counsel of Mr. Gebhard and myself in the suit last above referred to, and no trace of that agreement or any copy of it can be found. I believe that the same must have been sent to Minnesota at the time of the existence of the suit in question & was lost, or at any rate was not returned from there. The averment in the answers, both original and amended, to this bill of Chouteau, were drawn as to the original answer by Mr. Jeremiah Larocque, now deceased, with the agreement in question before him, and by Mr. Gerard, also since deceased, as to the amended answer, upon my statement to him of the facts; and the averments in both the original and amended answer, in respect to the lands in question in this action, to the best of my knowledge and belief were accurate and true, and were based upon the agreement in question without alteration and addition. At the time of the negotiation for the compromise of the debt due by Mr. Sanford, as a member of the New York firm, Mr. Pierre Chouteau, junior, was client of ours, and had been for a long time previous thereto, and the first negotiation for this compromise was commenced in the year 1858. I had many interviews at that time with Mr. Pierre Chouteau, junior, and obtained through him the facts based upon which a petition was drawn, subscribed, and sworn to by him, to the surrogate of the county of New York, for permission or authority to the executors of Mr. Sanford to make the compromise in question.

320 (Counsel for def'ts, represented by R. B. Galusha, attorney, objects in due time to any testimony by the witness, one of the plaintiffs in this action, to any conversation or transaction had between witness and Mr. Pierre Chouteau, Junior, deceased, ancestor and testator of the defendants.)

Witness continues: The paper which I now read is a complete copy of the petition to which I refer, drafted by my late partner, Mr. Jeremiah Larocque, and although I have searched for the original I do not find it, and assume that, as it was never used before the surrogate, it may have been destroyed by Mr. Chouteau.

(Def't's counsel objects to the introduction of this paper as secondary evidence of the paper said to have been in writing, for which secondary evidence no foundation is laid.)

Witness continues: The paper is marked E, Dec. 7, 1876. After the preparation of the petition in question and its verification by Mr. Chouteau it was thought wiser that the petition to the surrogate for leave to make the compromise in question should be made by the executors themselves, and that course was afterwards adopted. Upon their application an order of the surrogate of the county of New York allowing a compromise with Mr. Chouteau was entered,

321 of which a certified copy is now produced and read, and the same is marked Exhibit F, December 7, 1876.

At the time of the negotiation for this compromise, Mr. Chouteau still being a client of Mr. Larocque and myself, it was thought wiser that the executors, Mr. Gebhard and myself, should be represented by Mr. Gerard, who was retained by us for that purpose, and so many difficulties arose in the course of this negotiation, which lasted, if I remember, more than a year, and so many questions between the executors and Mr. Chouteau had to be disposed of, that upon the advice of Mr. Larocque and myself Mr. Chouteau called in Mr. Daniel Lord, Junior, as associate counsel, and from that time all matters connected with the compromise in question, in so far as Mr. Chouteau was concerned, received the supervision of Mr. Lord and Mr. Jeremiah Larocque.

In the course of this negotiation it was stated by Mr. Chouteau, whose knowledge of the assets and property of Mr. Sanford, deceased, was probably greater than that of anybody else living at that time———

(Counsel for def'ts, represented by R. B. Galusha, objects to any testimony, now or hereafter, in the course of this deposition, by this witness, to any conversations or transactions which took place or were had between this witness and Pierre Chouteau, dec'd, upon the same ground above stated.)

322 Witness continued: I think Mr. Chouteau had better knowledge of the assets of Mr. Sanford's estate probably than any man now living, and his estimate of it was that, after compromising Sanford's share of the debt of the New York house, all the other debts of the estate would be less than $15,000, and that the assets in the hands of the executors would considerably exceed

that amount then available, in addition to Sanford's interest in the Minnesota lands, which were then said by Mr. Chouteau to be unsalable, but which would probably at a future time be of the value of $100,000, and upon that basis Mr. Sanford's interest would be some $17,000. This left so small a sum for Mrs. Sanford and her two infant children that the executors refused to carry out the proposed compromise, and afterwards Mr. Chouteau agreed to and did add to his offer the payment of $50,000 in cash, and the estate to agree to obtain, and did afterwards obtain, the release and quitclaim of Benjamin C. Sanford and wife to all interest in the assets and estate of John F. A. Sanford, deceased, which release I now read, and it is marked Exhibit "G," 7 Dec., 1876. At the time of the consummation of this compromise there were certain pieces of real estate in which Mr. Sanford had an interest in New York, Pennsylvania and Michigan, as well as the lands in Minnesota. Special releases from the executors and Mrs. Sanford of all these properties outside the State of New York were agreed to be given and were afterwards executed and delivered, except as to the lands in
323 Minnesota, for which no release was asked or executed. The releases in question are now read and are marked Exhibits I, J, K, 7 Dec., 1876. At the time of the execution of the release by Mr. Chouteau to the executors, forming a part of the compromise in question, the original of which is now produced and marked Exhibit L, Dec. 7, 1876, and I read, the following words were inserted in the release at the request of the counsel of Mr. Chouteau, namely: "Nothing herein contained is to affect the rights which the said Pierre Chouteau, Junior, now has, either as surviving partner or by assignment to collect all the assets of any firm formerly existing at St. Louis, in the State of Missouri, in which the said John F. A. Sanford was formerly a partner, for his own sole use and benefit, according to the terms agreed upon on the retirement of the said John F. A. Sanford from said firms, or to affect or impair the right of the said Pierre Chouteau to said assets."

This was deemed necessary, and was assented to because among the claims previously set up by the executors of Mr. Sanford was one that they had a right to a receivership of the assets of all the firms in which Mr. Sanford had been interested.

(Counsel for def'ts objects to the foregoing testimony explaining the written instrument in evidence as inadmissible, as parol evidence to contradict, vary, or explain an instrument in writing and under seal.)

Witness continues: And it was deemed by the executors of
324 Mr. Sanford at the time of the compromise that by the original contract before testified to, entered into at the time of the retirement of Mr. Sanford from the St. Louis house, about the year 1862, that Mr. Chouteau had the sole right to administer the assets of that firm without interference by Mr. Sanford in any form, but this does not refer to Mr. Sanford's interest in the Minnesota lands in any way, directly or indirectly.

(Counsel for defendants desires the last above objection to apply also to what the witness has just testified to since the making of that objection, and to all parol testimony by this witness as to the purport or intent of the instrument in writing.)

Witness continues: In accordance with the order of the surrogate, the executors of Mr. Sanford executed a release to Mr. Chouteau, but I have no copy with me, and at the same time they also executed an agreement intended to form a part of the compromise and settlement in question, which agreement is now read and marked Exhibit "M," Dec. 7, 1876, and the compromise as authorized by the surrogate by his order was fully consummated. The estate of John F. A. Sanford, of which I am executor, is not yet closed, and I am still acting as executor and trustee, there having been no final accounting had of my trust. I have never been advised of any sales of any portion of the Minnesota lands except as the same are set forth in the answer in this action, and have no personal knowledge
325 that any sales have taken place; have never received any portion of the proceeds.

Adjourned to December 22, 1876.

In the Circuit Court of the United States, District of Minnesota.

SAMUEL L. M. BARLOW, Executor, and others,
vs.
CHARLES P. CHOUTEAU and others, Defendants.

FRIDAY, *December* 22, 1876.

Samuel L. M. Barlow, witness, again appeared pursuant to adjournment; parties represented by same counsel.

Cross-examination by Tompkins Westervelt, counsel for defendants:

Q. You have testified to an agreement between John F. A. Sanford and the St. Louis firm of P. Chouteau, Junior, & Co., in
326 the form of letters by each to the other; when and where did you first see that agreement or those letters?

A. I don't think I ever saw the letters until after Sanford's death, when they were found among the papers of the deceased, and were in the possession of Mr. Gebhard and myself.

Q. How many times in all did you ever see and examine those letters?

A. I cannot say how many times, but a great many. The first time when I had occasion to examine them carefully was at the time when Mr. Jeremiah Larocque drafted the original answer of the executors to the bill filed by Mr. Chouteau for partition, which I have referred to in my direct examination. That was the first time I had occasion to examine them carefully.

Q. When and where and in whose possession did you last see those letters?

A. My recollection is that the last time I saw them they were in the possession of Mr. Platt, at the time of the drawing of the amended answer to the same bill, when at our request he went to Minnesota for the purpose of filing the amended answer in the same action.

Q. Did you on that occasion leave these letters in the possession of Mr. Platt?

A. Either Mr. Platt or Mr. Gebhard; I am not positive.

Q. In whose possession were the papers of the estate kept?

A. Exclusively in the possession of my co-executor, Mr. Gebhard, until his decease, when they were returned to me by his ex-

327 ecutor, Mr. Wm. Gebhard.

Q. Have you ever seen these letters since the decease of Mr. Gebhard?

A. No.

Q. Have you any recollection of ever having seen them since the time when you stated you saw them in the possession of Mr. Platt or Mr. Gebhard?

A. No; I am quite certain I have not. I am not absolutely certain that I have seen these letters since they were in the possession of Mr. Jeremiah Larocque, who drafted the original answer to the bill in Minnesota, although I think they were in the possession of Mr. Platt when he went to the West with the amended answer.

Q. Did you know what was done with those letters after you last saw them?

A. I do not.

Q At the time when you saw them in the possession of Mr. Platt, Mr. Platt was about going West with the papers connected with the litigation?

A. He drafted the answer here, and went to the West. I am confident that we had them at that time, and that he had them, though my recollection of them has reference more distinctly to the time when Mr. Larocque drew the first answer, some months previously.

Q. How many times in all do you recollect to have read those letters yourself?

A. I cannot answer with any definiteness; I don't know that I ever read them very carefully except at the time when this

328 answer was being drawn.

Q. Do you know in whose handwriting those letters were, or either of them?

A. No.

Q. Do you know the signature of either or both?

A. Of both; the first was signed by Mr. Chouteau in the name of his firm, and the second was signed by Mr. Sanford, being a brief response admitting the receipt of the letter, and acknowledging that that was the understanding. The signature was simply the firm-name of P. Chouteau, Junior, & Co., in the handwriting of P. Chouteau, Junior.

Q. Can you state the date of the letter signed P. Chouteau, Jr., & Co.?

A. No, except inferentially.

Q. Can you state the place from which it was addressed?

A. St. Louis.

Q. Can you state the date of the letter signed John F. A. Sanford?

A. No, sir; the dates were nearly the same.

Q. Both of these letters which you read were originals and not copies?

A. Yes; the whole of them. I don't know but what Mr. Sanford's was a copy of the original sent, but it was signed by Sanford. The letter from Mr. Chouteau I am quite confident was not in the hand of Mr. Chouteau, but in the hand of some other person.

Q. Will you please state, as accurately as you can, the form and language of these letters?

A. The first was dated at St. Louis, and addressed to Mr. John F. A. Sanford, and recited the fact that it had been agreed
329 that from that date his interest in the firm of P. Chouteau, Junior, & Co., of St. Louis, should terminate, and that the assets and business of the firm should be continued for the benefit of the remaining partners, who agreed to assume all the responsibilities of the firm from that date, with a reservation at the close of the letter that Mr. Sanford's interest in the Minnesota property or purchase, according to my recollection—I won't be certain whether it was property or lands—should remain in him. In one of the letters (I think the St. Louis) there was a reference to the fact that Mr. Sanford was about to or had established a firm in New York, in which Mr. Sanford and Mr. Chouteau alone were interested, to the exclusion of Sarpy and Sire. The fact appeared in the letter that a New York house was about to be established, or was established, in which Sarpy and Sire would have no interest. Sanford's response was exceedingly brief, and contained merely an assent to the terms proposed or suggestion in the first letter. That is as near as I can recollect the contents of the letter.

Q. Can you state whether the reference to the Minnesota property in that letter spoke of interest in the Minnesota lands or in the Minnesota "outfit"?

A. I am confident that it was not "outfit." It was either lands or property—Minnesota lands or Minnesota property—and not outfit, I am confident.

Q. Are you confident that the language used was Minnesota lands and property, and not Upper Mississippi?

330 A. Entirely so.

Q. Do you know whether or not prior to 1852 there was any firm in New York of which Mr. Sanford and Mr. Chouteau were partners, either alone or in connection with other persons?

A. No; I do not. If I have known of it I have forgotten.

Q. Among the books and papers of Mr. Sanford delivered to you

by the executors of your co-executor, Mr. Gebhard, were the letter-books and correspondence of Mr. Sanford included?

A. No.

Q. Have you never had in your possession or seen the letter-books of Mr. Sanford?

A. I don't remember that any such books were ever delivered to me—not even his books of account, if he ever had any.

Q. Will you state when and where the interviews and conversations which in your direct testimony you have stated you had with Mr. Pierre Chouteau, junior, in relation to the compromise of the Sanford estate, took place?

A. Originally at the office of Mr. Larocque and myself.

Q. When?

A. I should think in 1858 the original conversations took place. They were continued from time to time here, and I think at Mr. Chouteau's hotel, which I think was the New York Hotel in this city, for a considerable period at various times for nearly or quite a year before the final consummation of the arrangement, down to the time of the actual consummation.

331 Q. These conversations all took place here in New York?

A. All took place here in New York.

Q. At the time of such conversations were you and your law firm the advisers of Mr. Pierre Chouteau, junior, in New York?

A. In part; we had partial charge of his business, &c.

Q. Did these conversations which you have spoken of relate to Mr. Chouteau's rights and liabilities with the different partnerships of which he was a member?

A. To some degree; they more or less referred to those interests.

(Counsel for the defendants moves now to strike out all the testimony of the witness as to conversations between himself and Mr. P. Chouteau, junior, on the ground that they were conversations between counsel and client.)

Q. Did these various conversations with Mr. Pierre Chouteau, junior, to which you have testified, include negotiations for the compromise which was afterwards effected?

A. They were substantially all made pending the negotiations of the compromise that was finally consummated between Mr. Chouteau and the executors.

Q. Were the negotiations with Mr. Chouteau conducted by himself on his own behalf?

A. No; they were conducted originally by Mr. Chouteau, with Mr. Jeremiah Larocque acting as his counsel, and afterwards with Mr. Lord, with Mr. Larocque, and almost wholly with Mr. Gebhard or Mr. Gerard, or his associates, representing the executors, I taking very little part in the negotiation on either side. Mr. Jeremiah Larocque was my law partner.

332

Q. Did Mr. Chouteau in person take part in the negotiations which resulted in this compromise?

A. Originally no one else other than Mr. Pierre Chouteau, junior,

had anything to do with the negotiation. The original negotiation was commenced by Mr. Chouteau in person. I think before the matter was consummated, that he had practically retired from the negotiation, owing to his inability to agree with Mr. Gebhard. I do not know but what they had ceased to speak. It was wholly conducted by counsel. My relation was never changed with Mr. Chouteau personally. He continued throughout the whole progress of the negotiation up to the time of the final completion of the negotiation. I don't mean to say that he was in New York all the time, but occasionally and through the progress of the whole negotiation.

Adjourned to Friday, Dec. 29th, 1876, 11 o'clock.

Further adjourned to Friday, Jan. 5, 1877, at 2 P. M.

333 In the Circuit Court of the United States, District of Minnesota.

SAMUEL L. M. BARLOW, Executor, and others,
ag'st
CHARLES P. CHOUTEAU and others, Defendants.

FRIDAY, *Jan.* 5, 1877.

Samuel L. M. Barlow, witness, again appeared pursuant to adjournment; parties represented by same counsel.

Cross-examination by Tompkins Westervelt, counsel for def'ts—*continued:*

Q. Mr. Barlow, the negotiations which you have testified to between yourself and Mr. Gebhard, as executors of Sanford, and Mr. Chouteau, for a compromise, resulted in a settlement that was expressed in the different written agreements and papers that we have put in evidence?

A. Yes, I think there were some other papers executed than those which I have been able to produce. They have no special bearing upon the question, I think, being wholly releases of Mrs. Sanford of particular pieces of property outside of the Minnesota land.

334 Those I have not put in evidence.

Q. But the agreements were all reduced to writing?

A. All reduced to writing.

Q. You commenced an action in the Supreme Court in this State in reference to these Minnesota lands, and Mr. Sanford's interest therein, did you not, against Mr. Chouteau or his executors?

A. Against the executors of Chouteau.

Q. Did you prepare the complaint in that action?

A. No, though I must have been cognizant of it.

Q. It was prepared under your direction?

A. It was prepared under my orders.

Q. You read it after it was prepared and before it was served?

A. I think I swore to it; that is my recollection.

Q. Is there any doubt that you read it before it was served, and were aware of its contents?

A. I think not; there is no doubt that I knew of it at the time.

Q. Did you have any correspondence with Mr. Chouteau on the subject of the compromise which was effected in 1859, prior thereto?

A. I do not remember; most of our intercourse was in Mr. Chouteau's presence here and in my own office, but the negotiation lasted, if I remember, more than a year, and it may well be that I wrote him, but I cannot be certain.

Q. By correspondence I mean from him—letters from him.

A. I don't remember.

335 Q. If you had any such have you preserved them?

A. Yes, if they were directed to me; if they were directed to the executors I have not. Anything to me, I have no doubt I have got the originals of.

Q. Can you by examining the papers in your possession ascertain whether you have any such letters?

A. Without any difficulty.

Q. Can you now state whether you have in your possession the letter books of Mr. Sanford?

A. I have not. They were never in my possession to my knowledge.

Q. After the death of your colleague, Mr. Gebhard, did you receive from his representatives all the papers of Mr. Sanford which they had?

A. I received what was supposed to be all that I had any interest in, but nothing connected with any of the firms which Mr. Sanford was interested in. The letter books of Sanford were not delivered to me by the representatives of Mr. Gebhard, and have never been in my possession.

Re-examined for the plaintiffs by Mr. Anderson:

Q. Have you made any application to the executor of Mr. Gebhard for the papers connected with the Sanford estate?

A. I have quite recently, both by letter and in person, and explained to Mr. Gebhard's executor the importance of obtaining

336 everything connected with the estate, in the hope that I might find the agreement to which I have testified. I also employed the clerks of Mr. Gerard to make a careful examination of the old papers in their office, with the same view, but did not succeed in obtaining anything from either source having any bearing upon this question.

Q. In reference to the compromise to which you have testified between Mr. Chouteau and the Sanford estate, were you the attorney or counsel to Mr. Chouteau in that matter at all at that time?

A. No; neither counsel or attorney.

Q. Were you at any time in connection with that compromise?

A. No; Mr. Jeremiah Larocque was his counsel. I was one of

the parties as an executor of Sanford. My counsel and the counsel of my associate was Mr. James W. Gerard, sr.

Q. Your interests as executor of Mr. Sanford and the interests of Mr. Chouteau were hostile, were they?

A. They were adverse.

Q. And did Mr. Chouteau have any special counsel?

A. He afterwards, at the suggestion of Mr. Larocque and myself, because of the fact that Mr. Larocque was my partner and I was an executor, employed Mr. Daniel Lord, senior, who had no connection with us in any form.

Q. In reference to the agreement which you have spoken of as having been made by the firm of P. Chouteau, jr., & Co., of St. Louis, and Mr. Sanford, at the time of Mr. Sanford's retirement in 1852, had you been informed of the existence of any such agreement

337 before the matter of the compromise was entered upon?

(Objected to by counsel for def'ts as immaterial and incompetent.)

A. I knew that Mr. Sanford claimed an interest in the Minnesota lands in his lifetime.

(Def'ts counsel objects to this answer on the same grounds and as irresponsive.)

Answer continued: I do not know that I knew of any agreement about it at that time, or had ever heard about it. The simple fact was referred to; the part of Mr. Sanford's interest in the Minnesota lands was referred to by Mr. Chouteau in the course of the negotiation which led to the compromise after Mr. Sanford's death.

(Counsel for def'ts objects to this part of the answer upon the same ground as stated before and as a conversation with a deceased party.)

Answer continued: I think I saw the agreement in question at the time of the preparation of the papers executed on this compromise, but I cannot positively say that I did. My first distinct recollection of seeing the agreement in question was at or about the time of the drafting of the answer of the executors to the bill filed by Mr. Chouteau for the partition of the lands in Minnesota, to which I have testified.

Q. What is the present condition of the suit about which you have testified in your cross-examination, as brought in the city of New York against Mr. Chouteau and others, executors?

338 (Objected to by def'ts counsel as immaterial and irrelevant.)

A. That suit was brought by myself after the death of Mr. Gebhard, under the advice of Mr. MacFarland, and was prosecuted for a number of years without my personal attention having been given to it at any time seriously, I think, for half an hour, and at the end of that time, when I first was compelled to examine the question carefully, I came to the conclusion that the suit had been improperly brought here; that my counsel had, in a degree, at least mistaken the proper form of the action, and after consultation with him it was determined to abandon the suit, which was thereupon discontinued

and costs paid, and then the suit now pending in Minnesota was commenced by my direction.

SAMUEL L. M. BARLOW.

Subscribed and sworn to this 5th day of January, 1877, before me.
[NOTARIAL SEAL.] S. D. THOMAS,
Notary Public, New York and Kings Counties.

339 *Exhibit A, Dec.* 7, 1876.—*S. D. Thomas, Notary Public.*

District Court, Second Judicial District.

STATE OF MINNESOTA, }
County of Ramsey. }

PIERRE CHOUTEAU, Jr., and PIERRE A. BERTHOLD and CHAUVIN V. LE BEAN, executors, &c., of the last will and testament of John B. Sarpy, deceased; and JOSEPH H. CONN, surviving executor, &c., of the last will and testament of Joseph A. Sire, deceased,

against

FREDERICK GEBHARD and SAMUEL L. M. BARLOW, executors, &c., of the last will and testament of John F. A. Sanford, deceased.

Copy of complaint.

The complaint of the plaintiffs in the above-entitled action respectfully shows to the court and avers—

First. That heretofore, to wit, during the year A. D. 1842, the plaintiffs, Pierre Chouteau, Jr., and John B. Sarpy, Joseph A. Sire, and John F. A. Sanford, (all three of whom are now deceased,) formed a copartnership for the purpose of carrying on and conducting a general mercantile business, under the name, style, and firm of "P. Chouteau, Jr., & Co." That said general mercantile business was to be conducted and carried on at St. Louis, in the State
340 of Missouri, with various outposts or trading-houses on the Missouri and Mississippi rivers.

Second. That the terms and conditions of said copartnership were not reduced to writing, but were as follows, to wit: Said Pierre Chouteau, Jr., was to contribute fifty-eight one-hundredths of the whole capital stock of said partnership fund; said John B. Sarpy and John F. A. Sanford were each to contribute sixteen one-hundredths of said capital stock; and said Joseph A. Sire was to contribute ten one-hundredths of the said capital stock, making in the aggregate one hundred shares. Said copartners were to share and bear equally, in proportion to their said capital stock, the profits or losses arising from said partnership business, as the same should be determined on a final settlement when said partnership should be terminated.

Third. That said copartners made their contributions to the capital

of said copartnership, pursuant to the terms and agreement thereof; and thereupon the business contemplated by said copartners was commenced and carried on by them.

Fourth. That said copartnership business was thus carried on until during the year A. D. 1849, when, without any change in the business or style of said firm, the interests and shares of said copartners therein were changed and modified as follows, to wit: Said Pierre Chouteau, Jr.'s, interest therein was changed and reduced to forty-eight one-hundredths of the capital stock ($\frac{48}{100}$), and the interests of said John B. Sarpy, Joseph A. Sire, and John F. A. Sanford were each changed and increased to seventeen and one-third one-
341 hundredths (17⅓-100) of said capital stock; and from thenceforth the said copartners were to share and bear the profits and losses (if any) of said copartnership in the proportion of their respective interests therein.

Fifth. That under and pursuant to the modification and change aforesaid, the business contemplated by said copartnership was conducted and carried on until the 31st day of December, A. D. 1852, when said copartnership was dissolved by the mutual consent of said copartners, and notice of said dissolution was duly given.

Sixth. That during the continuance of said copartnership said copartners established and continued at St. Paul, in the State of Minnesota, an outpost or trading-house, and supplied and furnished all necessary merchandize to carry on and conduct their said business at St. Paul aforesaid. That their said business at St. Paul aforesaid was carried on and conducted under the name of the "Minnesota Outfit," and all merchandize or money furnished or expended for or to said "Minnesota Outfit" were charged to said outfit, and all moneys or merchandize or property received therefrom were credited to said outfit. That the establishing of said trading-house at St. Paul aforesaid, and carrying the same on as aforesaid, was a part of the business contemplated by said copartnership, and was done
342 under and pursuant to the terms and conditions of said copartnership agreement.

Seventh. That during the continuance of said copartnership said copartners acquired a large amount of valuable lands lying and being in the counties of Ramsey, Dakota, Benton, Manomin, and Hennepin, in said State of Minnesota, a schedule and particular description of which lands are hereto annexed, marked "A" & "B," "C" & "D," and made part of this complaint. That said lands were acquired by said copartnership in the ordinary business of said copartnership and belonged to said copartners, and were a part of the said partnership assets. That the title to said lands was taken and now is in the said Pierre Chouteau, Jr., in fee, and who holds the same in trust for the use and benefit of said copartners or their heirs or legal representatives, the said lands having been conveyed to said Pierre Chouteau, Jr., for convenience and facility in conveying and disposing of them. That said lands are of great value, to wit, of the value of one hun-

dred thousand dollars and over, but the exact value thereof plaintiffs are unable to state.

Eighth. That at the date of the dissolution of said copartnership said firm had outstanding debts or liabilities to the amount or sum of $438,176.28. That said sum or amount of liabilities have since been reduced by payments and otherwise, and on a full and final settlement and accounting thereof between said Pierre Chouteau, Jr., and the executors of said Sarpy and Sire, had on the first day
343 of May, A. D. 1860, it was ascertained and found that the debts and liabilities of said copartnership or firm then owing and unpaid, (and for which said copartners or their legal representatives were held and liable,) were of the amount or the sum of $212,000, which sum is still due and owing by said copartners or their legal representatives, and is now wholly unpaid.

Ninth. That the assets of said copartnership belonging to said copartners, at the date of the dissolution thereof, consisted of the real estate aforesaid, and divers accounts due and owing said firm from various persons and firms, and notes, which were of little or no value.

Tenth. That said real estate aforesaid are the only assets belonging to said copartners out of and with which to pay and cancel said indebtedness.

Eleventh. That said plaintiffs have contributed, paid, and discharged their proportion of said indebtedness of $212,000, to wit: Said Pierre Chouteau, Jr., has contributed and paid forty-eight one-hundredths of said sum of $212,000; and said executors of said John B. Sarpy, deceased, have contributed and paid seventeen and one-third one-hundredths of said sum of $212,000; and said executor of Joseph A. Sire, deceased, has contributed and paid seventeen and one-third one-hundredths of said sum of $212,000. That said John F. A. Sandford (now deceased) did not during his time contribute or pay any portion of his share of said indebtedness of said firm,
344 although often thereto requested, and his said executors have refused, and still do refuse, to contribute or pay any part or portion of said sum of $212,000, although demand thereof has been made of them. That said refusal and neglect to pay the proportion of said indebtedness, properly and legally belonging to said Sandford or his legal representatives to pay, is a violation of the terms and conditions of said partnership agreement and of the rights of these plaintiffs, and is contrary to law and equity.

Twelfth. That said indebtedness of said firm or copartnership remaining unpaid cannot be paid without a sale of the lands and premises hereinbefore and in said schedules particularly described, and the proceeds of said sale be applied to the payment of said copartnership debts, and that no division of said assets of said firm or partnership can be made without great loss to all parties, except by a sale thereof and a division of the proceeds thereof.

Thirteenth. That an authenticated copy of the appointment of said Pierre A. Berthold and Chauvin B. LeBeau as executors of the last

will and testament of said John B. Sarpy, deceased, and an authenticated copy of the appointment of Joseph Conn as one of the executors of the last will and testament of Joseph A. Sire, deceased, by the Probate Court of Saint Louis county, in the State of Missouri, have been filed in the Probate Court of Ramsey county, in the State of Minnesota, in which county this action is brought.

345 *Fourteenth.* That said John F. A. Sanford departed this life at New York city, in the State of New York, leaving his last will and testament, as plaintiffs are informed and believe to be true, and therein nominating and appointing the defendants, Frederick Gebhard and Samuel L. M. Barlow, executors of his said last will and testament. That letters testamentary were issued therein to said def'ts out of the Surrogate's Court for said county of New York, and said defendants have duly qualified as such executors as required by law, and are now acting as such executors, with all the powers appertaining thereto. Wherefore, in consideration of the foregoing matters and of the premises, the plaintiffs demand the judgment of this court, that the amount of the outstanding liabilities and debts of said firm of P. Chouteau, Jr., & Co. unpaid, and the amount of their assets be ascertained under the direction of this court, and that a receiver of the notes, accounts, choses in action, and belonging to said copartnership, be appointed by the court, with power to dispose of the same for the benefit of all the parties entitled thereto, and that said real estate aforesaid be sold under the direction of this court by said Pierre Chouteau, Jr., or some other person appointed by the court for that purpose, and the proceeds of said sales be brought into court and be applied to the payment of the debts due and owing by said firm or partnership, and the costs of this action and the surplus (if any) be divided between the parties hereto, according

346 to their respective shares, rights, and interests therein as aforesaid, and for such other or further relief, or both, as to this court may seem just and equitable in the premises.

VAN ELTEN & OFFICER,
Pl'tiffs Att'ys.

STATE OF MINNESOTA, } ss:
County of Ramsey, }

I. Van Elten came personally before me, and, being duly sworn, says he is one of the attorneys for the plaintiffs in the above entitled action; that the foregoing complaint is true of his own knowledge, except the matter therein stated upon information or belief, and as to those matters, that he believes it to be true. Deponent further says the means of his knowledge and the grounds of his belief upon the subject are that the facts stated in said complaint in regard to the formation of the said copartnership and the interests of the parties therein, and the term of the continuance thereof, and the liabilities of said firm, as stated in said complaint, he derives his knowledge from the written statement of said plaintiff Chouteau to deponent, which statements deponent verily believes to be true; that as to the

allegations concerning real estate, deponent derives his information from the written statements of said Chouteau, which statements deponent verily believes to be true, and from the inspection of
347 the deeds and records thereof by deponent, which show the facts to be as stated in said complaint; that as to the death of said Sarpy & Sire and the appointment of their said executors, deponent has in his possession certified copies of the said will and appointment of said executors, as stated in said complaint, which have been filed by deponent in the Probate Court for Ramsey county; and as to the death of Sanford and the appointment of def'ts as his executors, &c., deponent derives his information from the written statements of said Chouteau, which states the facts to be as alleged in said complaint, and which statements deponent verily believes to be true; and that the reason why this complaint is not verified by plaintiffs, or one of them, is that they are now absent from the county where said attorneys reside.

I. VAN ELTEN.

Subscribed and sworn to before me this 16th day of February, A. D. 1861.

[SEAL.] THOMAS VAN ELTEN,
Notary Public, Minnesota.

348 *Schedule "D."*

Description of real estate belonging to P. Chouteau, Jr., & Co., in St. Paul.

Kittson's Addition.

Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.
1	1	1	17	1	39	6	56	3	77
1	2	2	"	1	41	3	57	4	"
6	3	4	"	6	"	7	"	4	81
7	"	3	18	7	44	1	58	5	"
4	4	8	"	8	"	2	"	1	87
5	"	3	19	3	45	3	"	2	88
7	"	4	"	4	"	4	"	2	89
8	"	3	21	6	"	5	"	3	"
4	5	5	"	1	46	7	"	1	90
5	"	6	"	2	"	8	"	2	"
6	"	8	"	3	"	4	59	3	91
7	"	4	22	5	"	1	60	1	91
3	7	5	23	8	"	2	"	2	"
4	"	6	"	1	48	8	"	3	"
5	"	5	24	2	"	1	62	all	78
1	11	6	"	5	"	3	63	do.	79
7	"	8	"	7	"	4	"	do.	80
8	"	2,3,4	26	1	49	7	"	St.	Paul
1	12	1	31	3		11	"	Proper.	
2	"	2	32	4	"	12	"	3	30
3	"	3	"	8	"	14	"	3	31
4	"	4	"	1	50	7	66	1	32
2	13	1	33	2	"	8	"	2	39
3	"	2	"	6	"	4	67	1	38
4	"	3	"	8	"	1	68	Whitney&	
5	"	4	"	1	51	5	"	Smith's	
6	"	6	"	3	"	6	"	Addition.	
1	14	7	"	5	"	7	"	1	2
2	"	3	34	7	"	1	69	2	"
3	"	7	"	8	"	2	"	9	"
4	"	8	"	2	52	3	"	10	"
6	"	6	35	3	"	4	"	$\frac{2}{3}$-6	"
7	"	8	"	5	"	7	"	$\frac{2}{3}$-7	"
1	15	2	36	7	"	1	71	$\frac{2}{3}$-8	"
2	"	3	"	8	"	3	"	Bazille	
3	"	6	"	5	53	1	72	Guerin Add	
4	"	7	"	2	54	2	"	11	1
5	"	7	37	4	"	1	73		
6	"	8	"	6	"	3	"		
7	"	1	38	7	"	4	"		
4	16	2	"	8	"	2	74		
		3	"	4	56	3	"		
			"	5	"	1	76		

Miss Booms.								8	5
Sec.	Tn'p.	R'nge.	A.						
Lt No. 2	14	28	23	$18\frac{41}{100}$				9	"
" 3	14	28	23	25				1	6
" 4	14	28	23	$10\frac{12}{100}$				2	"
" 5	14	28	23	$25\frac{61}{100}$				4	"
" 1	23	28	23	$15\frac{88}{100}$				5	"
" 4	22	28	23	$16\frac{16}{100}$				6	"
Pig's Eye Farm.								7	"
N.$\frac{1}{2}$ NE.$\frac{1}{4}$	10	28	22	80				8	"
								2	7
Manomin County.								1	8
SE. $\frac{1}{4}$	23	30	24	160				2	"
One square acre adjoining St.								3	"
Paul, in the W.$\frac{1}{2}$ of the SW.$\frac{1}{4}$								4	"
of Sec.	1	28	23					5	"
Saint Anthony Property.								6	"
3	2	1	5	9	7			7	"
4	"	2	"	11	"			8	"
5	"	3	"	12	"			9	"
6	"	4	"	7	10			10	"
7	"	5	"	9	"			1	9
1	3	6	"	4	11			2	"
2	"	7	"	1	12			3	"
3	"	10	"	2	"			4	"
4	"	11	"	12	"			5	"
5	"	12	"	1	13			6	"
6	"	2	6	2	"			7	"
1	4	3	"	7	14			8	"
2	"	4	"	8	"			9	"
3	"	5	"	Borup's Add.				10	"
4	"	6	"	All	1			1	10
5	"	7	"	"	2			2	"
6	"	1	7	"	33			3	"
7	"	2	"	1	4			4	"
8	"	3	"	2	"			5	"
9	"	4	"	2	5			6	"
10	"	5	"	3	"			10	"
11	"	6	"	4	"			1	11
12	"	7	"	6	"			2	"
14	"	8	"	7	"			3	"
								4	"
								5	"
								6	"
								7	"
								8	"

349 *Schedule "C."*

Also the following lots & parcels of land in Hastings or vicinity in said Co.

Hastings Proper.

Lots	Block	Lots	Block
2	1	1 2	109
7	5	2	112
2	7	2 3 8	113
3	8	2	115
6 7	9	1 3 7 8	116
3	10	2 7	118
2	13	4 7	120
6	18	3 4	121
7	22	6 8	123
1 4 6	24	4	124
3 7 8	25	all of	125
3 4	28	4	126
2	27	2 4 8	127
3	31	2 3 4	128
1	32	4 6	130
5	34	all of	131
8	34	5 6	132
2 6 8	36	4 6	136
3 4 5 6	37	4 7	135
2 4	38	4	133
1 2 7	42	4 7	134
2 5 8	43		
4	44		
1	45		
1	46		
7	47		
4 8	48		
6	49		
2 4 5 7	36		
3	61		
2	62		
5	63		
2 3 5	66		
2	67		
7 8	68		
1 3 4	69		
7	75		
1 6	76		
3	79		
1 4	80		
1 6	78		
5 6	77		
6 7	81		
4	82		
2	84		
6 7	85		
3 4	87		
4	89		
1 2 3	90		
3 4	91		
1	92		
1	93		
2 3	94		
5 6	95		
1 2 4	96		
1	97		
2	102		
3	104		
2	105		
2 5	107		
4 6	108		
1 2 6	110		

Undivided ¼ of Lot 5, B 13.

¼ of lots 2, 3, 4, 5, 6, 7, 8, B 21, in dispute with Tripp.

Addition to H. No. 13.

	Block
1 2 3 16 17 18 / 25 26 34 35	1
3 4 19 20	2
1 2 3 4 5 6	3
6 7 8 9 10 16 17 18 19 20	4
1 2 3 4 10 11 12 13	7
6 7 8 9 10 11 12 13	8
1 2 3 4 5 16 17 18 19 20	11
1 2 3 4 5 6 7 15	10
1 2 5 6 11 12	12
1 4 5	13
13 14	14
13 14	15
1 2 6	16
7 12 13	16
1 2 3 4 5 16 17 18 19 20	19
6 7 8 9 10 11 12 13 14 15	24
1 2 3 4 5 16 17 18 19 20	25
4 5 6 19 20	26
6 7 12 13 17 18	27
3 4	28
8 9 13 14	29
1 2 3 4 5 15 16	30
1 2 3 4 5 6 7 8 9 10 11 12 13 / 14 15 16 17 18 19 20	33
1 2 3 4 5 16 17 18 19 20	34
6 7 8 9 10 11 12 13	35
6 7 8 9 10 11 12 13 14 15	36
8 9	41
13 14	42
6 7 8 9	43
3 4 15 16	44
1 2 3 4 5 16 17 18 19 20	45
6 7 8 9 10 11 12 13 14 15	47

Also undivided ¼ of SW.¼ of NW.¼, Sec. 30, Town. 117, R. 17.

Being ¼ of W.(N.?)½, NE.¼, & NW.¼, Sec. 28, Township 115, Range 17.

Schedule "B."

Statement of P. Chouteau, Jr., & Co.'s property in Dakota County, Minnesota.

350	Undivided ½ lot 5, ...	sec. 22	Embracing the town site of Mendota, &c., in township 28, range 23.
	Lots 1, 3, 4.....	" 27		
	N. E. ¼ of S. E. ¼	" 27		
	Lots 1 & 2 & N. W. ¼ of N. W. ¼	" 34		

Reserving and excepting therefrom all the land described above lying west of the Mendota and Wabashaw road (so called); also the following lots and blocks in said town of Mendota, viz:

All of block one, lots 2, 3, 4, 6, 7, 8, 9, & 10, in block 2;
Lots 4 and 5, and 15 feet in front of lot 3,
Joining and running back along said lot 4, in block three (3); block 4; lots 4 & 5 in block 6; lots 1, 2, 3, 4, 5, 6, 8, & 9, in block 7; lots 1, 3, 4, 5, 6, 7, 9, & 10, in block 8; lots 1 & 2, in block 10; lots 1, 2, 3, 4, 7, 9, & 10, in block 9; lots 1 & 4, in block 11; lot 4, in block 18; lot 1, in block 19; the lot or parcel of land in the northeast corner of said town site secured to E. Pettijohn and Franklin Steele for mill purposes, as per contract with them; all block 44, except as much of lot 1 as is not included in deed to F. Fairbault; lots 6, 8, & 9, in block 80, in addition to Mendota, and the lots or parcels of lands owned by the Catholic Church; said described lots or parcels of lands supposed to contain 368½ acres in the aggregate, more or less.

Continuation of P. Chouteau, Jr., and Co.'s property.

All of lots 1 & 5, sec. 26, same town. and range.....	80 acres.
All of the W. ½, S. W. ¼ " 34 " " "	80 acres.
The undivided ¾ of S. E. ¼ of south W. ¼, section 34, same town. and range	31 acres.
And of the S. ½ N. E. ¼, N. W. ¼ of N. E. ¼, sec. 3, T. 27, R. 23.....	188.48
N. E. ¼ of N. W. ¼ & S. E. ¼ of N. W. ¼, also off of the S. W. ¼ & W. ½ of N. W. ¼, sec. 3, same town., and R. 2	234.62
The S. E. ¼ of N. W. ¼, and lots 1, 2, 3, 4, & 5, sec. 4, same town., range 23.....	245.32
Lots 4, 5, 6, 7, sec. 8, same town., range 23.....	160
S. E. ¼ of N. W. ¼, E. ½ of N. E. ¼, N. W. ¼ of N. E. ¼, S. W. ¼ of N. E. ¼, N. E. ¼ of S. E. ¼, and lot 1, sec. 9, same town., R. 23	290.50
W. ½ of N. W. ¼, N. W. ¼ of S. W. ¼, S. E. ¼ of N. E. ¼, S. W. ¼ of N. E. ¼, N. W. ¼ of S. E. ¼, N. E. ¼ of S. W. ¼, N. ½ of N. E. ¼, S. E. ¼ of N. E. ¼, sec. 10, same town., less $\frac{4}{10}$ to Chevelier.....	430.
S. E. ¼ of N. E. ¼, sec. 11, same town., R. 23.....	40.
S. W. ¼ of N. W. ¼, N. W. ¼ of N. W. ¼, sec. 12, same town., range 23.....	80.
E. ½ of N. E. ¼, sec. 17, same town., R. 23.....	80.

Schedule "A."

Description of property belonging to P. Chouteau, Jr., and Co., Sauk Rapids, Minnesota.

	Lot.	Block.	L.	B.	L.	B.	L.	B.	L.	B.	L.	B.	L.	B.
	4	12	3	26	20	47	3	54	10	62	8	63		3
	6	12	6	26	35	47	8	54	15	62	1	64		3
	7	12	7	26	36	47	11	54	16	62	2	64		3
351	8	12	10	26	37	47	1	56	17	62	3	64		3
	9	12	3	27	38	47	2	56	18	62	4	64		3
	10	12	9	28	39	47	4	56	19	62	5	64		4
	2	13	10	28	40	47	2	57	20	62	6	64		4
	4	13	11	28	5	49	4	57	21	62	1	77		5
	5	13	6	29	11	49	12	57	22	62	4	77		5
	9	13	10	29	12	49	2	58	23	62	5	77		5
	2	14	11	29	13	49	3	58	24	62	2	78		6
	5	14	11	45	1	51	11	58	25	62	Borup's			
	6	14	12	45	6	51	7	59	26	62	addition.			
	8	14	11	46	8	51	3	60	33	62	3	1		
	14	14	12	46	10	51	5	60	34	62	5	1		
	16	14	15	46	12	51	1	62	35	62	6	1		
	2	15	16	46	1	53	2	62	36	62	10	1		
	3	16	15	47	2	53	3	62	37	62	3	2		
	4	16	16	47	4	53	4	62	38	62	4	2		
	5	16	17	47	11	53	5	62	39	62	7	2		
	3	23	18	47	12	53	6	62	40	62	10	2		
	9	23	19	47	2	54	9	62	7	63	11	2		

Schedule "A."

½ of lot 3, section 15, town. 36, range 31 ..... 29 acres.
E. ½ of N. W. ¼ & N. W.
¼ of N. W. ¼ & lots 1 & 2 of " 15 " 36 " 31.....228 acres.

257 acres.

352 *Exhibit B, Dec. 7, 1876.—S. D. Thomas, Notary Public.*

District Court, Second Judicial District.

STATE OF MINNESOTA, }
County of Ramsay. }

PIERRE CHOUTEAU, JUNIOR, and PIERRE A. BERTHOLD and CHAUVIN V. LE BEAN, Executors, &c., of the last will and testament of John B. Sarpy, deceased, and JOSEPH H. CONN, surviving Executor, &c., of Joseph A. Sire, deceased,

vs.

FREDERICK C. GEBHARD and SAMUEL L. M. BARLOW, Executors, &c., of John F. A. Sanford, deceased.

Copy answer.

The defendants answer the complaint as follows:

First. They admit the allegations of the first article of the complaint.

Second. They admit that the business contemplated by said copartners was commenced and carried on by them.

Third. They admit the allegations of the seventh clause of said complaint, except the allegation that the schedules A, B, C, and D annexed to the complaint are a correct description of said lands, and excepting the allegation that the share and interest of the said John F. A. Sanford in said property is partnership property, and excepting also the allegation as to the value of said lands, which these defendants are informed and believe is much greater than alleged
353 in the complaint.

Fourth. These defendants admit that some claim has been made upon them since the death of said Sanford as for a contribution towards the payment of the debts of said firm, but aver that no accounts have been rendered or proofs or vouchers exhibited to them in support of any such claim.

Fifth. And these defendants admit the allegations of the fourteenth article of said complaint, but aver that the will of the said John F. A. Sanford has not been proved, admitted to probate, or recorded in the State of Minnesota, nor have any letters testamentary been issued to them within that State.

Sixth. And the defendants, further answering, say that they have no knowledge nor information sufficient to form a belief of any of the allegations of said complaint except in so far as the same are hereinbefore admitted or denied, and they therefore controvert each and every other allegation in said complaint contained.

Seventh. And for a further and separate defense these defendants say that the said John F. A. Sanford at the time of his death left him surviving his widow, Isabel Sanford, and Benjamin Sanford and Amelia Chouteau Sanford, and John F. A. Sanford, his only children and heirs at law, all of whom are still living, to wit, the said

Benjamin Sanford at St. Louis, in the State of Missouri, and the said widow and other children at Paris, in the Empire of
354 France, and that the said John F. A. Sanford, as to the real estate described in said complaint, made no devise thereof which altered or affected the titles or interests of his said widow and children therein derived from him as declared by the law of descent, and that the said Benjamin Sanford has since the death of the said John F. A. Sanford released and quitclaimed to the said widow and other children all his right, title, and interest in the estate, real and personal, of his said father; and they deny on information and belief that the same is or was at the time of the commencement of this action partnership property; and they aver, as they are advised and believe, that the said Isabel Sanford, Amelia Chouteau Sanford, and John F. A. Sanford the younger are necessary parties defendant in this action, and that there is a defect of parties defendant therein.

Eighth. And for a further and separate defense these defendants say, upon information and belief, that upon the retirement of the said John F. A. Sanford from the firm mentioned in the complaint he became a partner in another firm under the same name in the city of New York, together with the said Pierre Chouteau, Junior, in which the said Sarpy and said Sire had been theretofore partners, and in which they thereupon ceased to be partners, and said
355 John F. A. Sanford succeeded to their interests therein, and said Sarpy and Sire succeeded to his interests in said St. Louis firm, excepting his interest in said Minnesota lands, and that by agreement between all the parties at the time of such exchange of interests, and in consideration thereof, said John F. A. Sanford and his interest in the Minnesota lands were to be exonerated and free from all liability for the debts and liabilities of said St. Louis firm or to any of his copartners therein, and to be indemnified and saved harmless in the premises.

Ninth. And for a further and separate defence, the said defendants say that, on or about the first day of December, in the year 1859, the said Pierre Chouteau, junior, executed and delivered unto these defendants a certain release, under his hand and seal, of the tenor and effect following, that is to say:

To all to whom these presents shall come or may concern, greeting: Know ye, that I, Pierre Chouteau, junior, of Saint Louis, in the State of Missouri, for and in consideration of the sum of one dollar, lawful money of the United States of America, to me in hand paid by Samuel L. M. Barlow and Frederick C. Gebhard, of the city of New York, executors of the last will and testament of John F. A. Sanford, late of said city, deceased; and in further consideration of an assignment and transfer of the interest of the said John
356 F. A. Sanford, deceased, in the copartnership assets of the late firms of P. Chouteau, junior, & Company, and P. Chouteau, junior, Sanford & Company, executed and delivered to me by said executors, cotemporaneously with the execution and delivery hereof by virtue of an order of the surrogate of the county

of New York, made in the matter of the estate of John F. A. Sanford, deceased, and bearing date the twenty-fifth day of November, in the year one thousand eight hundred and fifty-nine, have remised, released, and forever discharged, and by these presents do, for myself, my heirs, executors, and administrators, remise, release, and forever discharge the said executors and the said estate of the said testator, and his heirs, next of kin, devisees, and legatees, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever in law or in equity which against the said John F. A. Sanford, or them, or any or either of them, I ever had, now have, or which I or my heirs, executors, or administrators, hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the day of the date of these presents, and particularly upon or by reason of the partnership accounts of
357 the late firm of P. Chouteau, junior, and Company, of the city of New York, which firm was composed of myself and the said John F. A. Sanford. And I do hereby, for the considerations aforesaid, covenant and agree with the said Samuel L. M. Barlow and Frederick C. Gebhard, executors as aforesaid, well and truly to indemnify same, and keep harmless them and each of them as such executors, and individually, and the estate of the said John F. A. Sanford, deceased, his devisees, legatees, heirs, and next of kin, of and from all and all manner of liability, recoveries, costs, charges, expenses, claims, and demands for, on account, or by reason of any of the copartnership debts or liabilities of the late firms or copartnerships of P. Chouteau, junior, Sanford and Company, and P. Chouteau, junior, and Company, of the city of New York, and of each of said firms or copartnerships nothing herein contained is to affect the rights which the said Pierre Chouteau, junior, now has, either as surviving partner or by assignment, to collect all the assets of any firm formerly existing at St. Louis, in the State of Missouri, in which the said John F. A. Sanford was formerly a partner, for his own sole use and benefit, according to the terms agreed upon on the retirement of said John F. A. Sanford from said firms, or to affect or impair the right of the said Pierre Chouteau, junior, to said assets.

And I do hereby covenant and agree with the said Frederick
358 C. Gebhard and Samuel L. M. Barlow, executors as aforesaid, that I have good right and lawful authority to release and discharge in manner aforesaid.

In witness whereof I have hereunto set my hand and seal, the first day of December, in the year of our Lord one thousand eight hundred and fifty-nine.

PR. CHOUTEAU, JR. [L. S.]

Sealed and delivered in the presence of—

WM. MAFFITT.

JOEL G. HARPER.

As by the said release in the possession of these defendants, and ready to be produced as the court shall direct, will more fully appear.

And these defendants, further answering, say upon information and belief that at the time of the execution and delivery of said release, said Pierre Chouteau, Junior, was the owner, either in his own right or by assignment from the said John B. Sarpy and Joseph A. Sire, or their respective executors, of the claims and demands in prosecution in this action.

STATE OF NEW YORK, *City and County of New York*, } ss:

359 Frederick C. Gebhard and Samuel L. M. Barlow, above-named defendants, being duly sworn, each for himself did depose and say that the foregoing answer is true of his own knowledge, except as to the matters therein stated on information and belief, and that as to those matters he believes it to be true.

FRED'K C. GEBHARD, *Ex'r, &c.*
SAM'L L. M. BARLOW, *Ex'r, &c.*

Sworn before me this 15th day of June, 1861.

EDW'D W. COLLIN,
Notary Public, State of New York.

Exhibit C, Dec. 7, 1876.—*S. D. Thomas, Notary Public.*

District Court, Second District.

STATE OF MINNESOTA, *County of Ramsey.* }

PIERRE CHOUTEAU, JUNIOR, and PIERRE A. BERTHOLD and CHAUVIN V. LE BEAN, executors, &c., of the last will and testament of John B. Sarpy, deceased, and JOSEPH CONN, surviving ex'r, &c., of Joseph A. Sire, deceased,

against

FREDERICK C. GEBHARD and SAMUEL L. M. BARLOW, executors, &c., of John F. A. Sanford, deceased.

} Copy Amended Answer.

360 The amended answer of the defendants to the complaint of the plaintiffs in the foregoing and above-entitled action respectfully shows to this court and states:

First. That the defendants admit the allegations of the first article of the complaint.

Second. They admit that the business contemplated by said co-partners was commenced and carried on by them.

Third. They admit the allegations of the seventh clause of said complaint, except the allegation that the schedules A, B, C, and D, annexed to the complaint, are a correct description of said lands,

and excepting the allegation that the share and interest of the said John F. A. Sanford in said property is partnership property, and excepting also the allegation as to the value of said lands, which these defendants are informed and believe is much greater than alleged in said complaint.

Fourth. These defendants admit that some claim has been made upon them since the death of said Sanford, as for a contribution towards the payment of the debts of said firm, but that no accounts have been rendered or proofs or vouchers submitted or exhibited to them in support of any such claim.

Fifth. And these defendants admit the allegations of the
361 fourteenth article of said complaint, but aver that the will of said John F. A. Sanford has not been proved or admitted to probate or recorded in the State of Minnesota, nor have any letters testamentary been issued to them within that State.

Sixth. And these defendants, further answering, say that they have no knowledge or information sufficient to form a belief of any of the allegations of said complaint, except in so far as the same are hereinbefore admitted or denied; and they therefore controvert each and every other allegation in said complaint contained.

Seventh. And for a further and separate defense these defendants say that the said John F. A. Sanford, at the time of his death, left him surviving his widow, Isabel Sanford, and Benjamin Sanford and Amelia Chouteau Sanford and John F. A. Sanford, his only children and heirs at law, all of whom are still living, to wit, the said Benjamin Sanford at St. Louis, in the State of Missouri, and the said widow and other children at Paris, in the Empire of France; and that the said John F. A. Sanford, as to the said real estate described in said complaint, made no devise thereof which altered or affected the titles or interests of his said widow and children therein derived from him, as declared by the law of descent; and that the said Benjamin Sanford has, since the death of the said John F. A. Sanford, released and quitclaimed to the said widow and other children all his right, title, and interest in the estate, real and
362 personal, of his said father; and they deny on information and belief that the same is or was, at the time of the commencement of this action, partnership property; and they aver, as they are advised and believe, that the said Isabel Sanford, Amelia Chouteau Sanford, and John F. A. Sanford the younger are necessary parties defendant in this action, and that there is a defect of the parties defendant therein.

Eighth. And for a further & separate defence these defendants say, that upon the retirement of the said John F. A. Sanford from the firm mentioned in the complaint, became a partner in another firm under the same name in the city of New York, together with the said Pierre Chouteau, junior, in which the said Sarpy & Sire had been theretofore parties, and in which they thereupon ceased to be partners, and said John F. A. Sanford succeeded to their interests therein, and said Sarpy & Sire succeeded to his interest in said St. Louis firm,

excepting his interest in said Minnesota lands, & that by agreement between all the parties at the time of such exchange of interest, and in consideration thereof, said John F. A. Sanford and his interest in the Minnesota lands were to be exonerated and free from all liability for the debts & liabilities of said St. Louis firm or to any of his copartners therein, & to be indemnified and saved harmless in the premises, and that the said John F. A. Sanford was to have and to
363 hold in fee-simple as tenant in common seventeen and one-third one-hundredths (17⅓-100) parts of said land to his own sole use freed from any claim for debts of said copartnership, or any liability for contribution in favor of any of the other partners.

Ninth. And for a further and separate defence, the said defendants say that on or about the first day of December, in the year one thousand eight hundred and fifty-nine, the said Pierre Chouteau, junior, executed & delivered unto these defendants a certain release under his hand and seal of the tenor & effect following, that is to say:

To all to whom these presents shall come or may concern, greeting: Know ye that I, Pierre Chouteau, junior, of Saint Louis, in the State of Missouri, for and in consideration of the sum of one dollar lawful money of the United States of America, to me in hand paid by Samuel L. M. Barlow & Frederick C. Gebhard, of the city of New York, executors of the last will & testament of John F. A. Sanford, late of said city, deceased, and in further consideration of an assignment and transfer of the interest of the said John F. A. Sanford, deceased, in the copartnership assets of the late firms of Pierre Chouteau, junior, & Company, & P. Chouteau, junior, Sanford & Com-
364 pany, executed and delivered to me by said executors cotemporaneously with the execution and delivery hereof, by virtue of an order of the surrogate of the county of New York, made in the matter of the estate of John F. A. Sanford, deceased, and bearing date the twenty-fifth day of November, in the year one thousand eight hundred and fifty-nine, have released, remised and forever discharged, and by these presents do for myself, my heirs, executors, & administrators, remise, release, and forever discharge the said executors & the estate of the said testator & his heirs next of kin, devisees & legatees, of & from all & all manner of action & actions, cause & causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims & demands whatsoever in law or in equity, which against the said John F. A. Sanford, or them or any or either of them, I ever had, now have, or which I or my heirs, executors, or administrators hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents, and particularly upon or by reason of the partnership accounts of the late firm of P. Chouteau, junior, & Company, of the city of New York,

which firm was composed of myself & the said John F. A.
365 Sanford. And I do hereby, for the considerations aforesaid, covenant and agree with the said Samuel L. M. Barlow & Frederick C. Gebhard, executors as aforesaid, well and truly to indemnify and keep harmless them & each of them as such executors, & individually and the estate of the said John F. A. Sanford, deceased, his devisees, legatees, heirs, & next of kin, of & from all and all manner of liability, recoveries, costs, charges, expenses, claims, and demands for, on account of, or by reason of any of the copartnership debts or liabilities of the late firms or copartnership of P. Chouteau, junior, Sanford & Company, & P. Chouteau, junior, & Company, of the city of New York, & of each of said firms or copartnerships, nothing herein contained is to affect the rights which the said Pierre Chouteau, junior, now has, either as surviving partner or by assignment, to collect all the assets of any firm formerly existing at Saint Louis, in the State of Missouri, in which the said John F. A. Sanford was formerly a partner, for his own sole use and benefit according to the terms agreed upon on the retirement of said John F. A. Sanford from said firms, or to affect or impair the right of the said Pierre Chouteau, junior, to said assets. And I do hereby covenant and agree with the said Frederick C. Gebhard & Samuel L. M. Barlow, executors as aforesaid, that I have good right & lawful authority to
366 release and discharge in manner aforesaid.
In witness whereof I have hereunto set my hand & seal the first day of December, in the year of our Lord one thousand eight hundred & fifty-nine.

PR. CHOUTEAU, JR. [L. S.]

Sealed & delivered in presence of—
WM. MAFFITT.
JOEL G. HARPER.

As by the said release in the possession of these defendants, and ready to be produced as the court shall direct, will more fully appear. And these defendants, further answering, say that at the time of the execution and delivery of said release said Pierre Chouteau, Junior, was the owner either in his own right or by assignment from the said John B. Sarpy and Joseph A. Sire or their respective executors of the claims and demands in prosecution of this action. And the amended answer of these defendants further shows and states that they are informed and believe that the said John F. A. Sanford at the time of his decease was entitled to an estate in fee-simple absolute in seventeen and one-third one-hundredths part of said land described in said complaint, and was entitled to a conveyance thereof from the said Pierre Chouteau, Junior, and that the said Amelia Chouteau Sanford, John F. A. Sanford, his children, and Isabel Sanford, his widow, have now the same interest in said lands, and that said
367 Pierre Chouteau, Jr., hold said seventeen and one-third one-hundredths part of said lands as trustee for the benefit of said widow and children, and that said Pierre Chouteau, Jr., as to the rest

of said lands holds the same for his own sole benefit. That these defendants are advised and do respectfully insist that they are entitled to the judgment of this court declaring said Pierre Chouteau, Jr., such trustee, and that said lands be partitioned, and that 17⅓-100 part thereof be set off to the said widow and children of said John F. A. Sanford according to their respective rights and interest therein, and that said Chouteau be adjudged to execute all proper conveyances therefor to said widow and children of said John F. A. Sanford.

Wherefore these defendants pray the affirmative relief and judgment of this court:

1st. That said Pierre Chouteau, Jr., hold seventeen and ⅓-100 parts of said land for the use and benefit of said Amelia Chouteau Sanford and John F. A. Sanford, Jr., in fee, and of the said Isabella Sanford, widow, according to her interest therein.

2d. That said lands may be partitioned and divided between said Amelia Chouteau Sanford and John F. A. Sanford and said Isabella Sanford and said Pierre Chouteau, Jr., as their respective rights and interests therein may appear.

3d. That in said partition the said Pierre Chouteau, Jr., be directed and adjudged to make and execute all necessary conveyances
368 and assurances in and to the land for the effectual vesting in the said Amelia Chouteau Sanford and John F. A. Sanford and Isabella Sanford their shares of said land according as their respective rights and interests therein may be adjudged by this court.

4th. That said Pierre Chouteau, Jr., may be enjoined and restrained by this court from selling, mortgaging, leasing, or otherwise conveying or incumbering in any manner said lands, or any part thereof, and that in the meantime, and until the judgment of this court, said Pierre Chouteau, Jr., be so enjoined and restrained.

5th. That these defendants may have such other and further relief as may be agreeable to equity and good conscience.

SANBORN & LUND,
Deft's' Attorneys.

STATE OF MINNESOTA, }
County of Ramsey, } *ss:*

John B. Sanborn, being first duly sworn, deposes and says that he is one of the attorneys for the defendants in the above-entitled action; that he has read the above amended answer and knows the contents thereof, and that the same is true of his own knowledge, except as to those matters which are therein stated on his information or belief, and that as to those matters he verily believes
369 the same to be true; that the means of his knowledge and the grounds of his belief on the subject are that he has had a personal interview with the defendant, Frederick C. Gebhard, who communicated to this deponent all the denials and allegations in said amended answer contained, and requested this deponent to set the same up in answer to the complaint in this cause, which information so communicated to this deponent he verily believes to be true, and

that the reason why this affidavit of verification is not made by the defendants or either of them personally is that they are both absent from the county where this deponent, their attorney, resides, and from this State. JOHN B. SANBORN.

Subscribed and sworn to before me this 27th day of September, A. D. 1861. PHILIP A. ROCHE,
[L. S.] *Notary Public, Minnesota.*

370 *Exhibit D, Dec.* 7, 1876.—*S. D. Thomas, Notary Public.*

District Court, Second Judicial District.

THE STATE OF MINNESOTA, }
County of Ramsey. }

PIERRE CHOUTEAU, JUNIOR, and PIERRE A. BERTHOLD and CHAUVIN LE BEAU, Executors, &c., of the last will and testament of John B. Sarpy, deceased, and JOSEPH H. CONN, surviving executor of Joseph A. Sire, deceased,
against
FREDERICK C. GEBHARD and SAMUEL L. M. BARLOW, Executors, &c., of John F. A. Sanford, dec'd. } Copy Reply.

The reply of the above named plaintiffs to the answer of the defendants in the above entitled action respectfully shows to the court and states:

That the said plaintiffs expressly deny that the said Isabel Sanford, Amelia Chouteau Sanford, or John F. A. Sanford the younger are necessary parties defendant in this action, or that there is any defect of parties defendant therein, or that said parties have any right, title, or interest therein, except after the administration of the said property as assets of the said copartnership, if at all; and these
371 plaintiffs aver that they have not any knowledge or information thereof sufficient to form a belief whether said parties above named are the heirs at law of the said John F. A. Sanford, dec'd, or whether he left any will or other disposition of his estate. And for a further reply these plaintiffs deny each and every part and parcel of the defendant's answer, quoted therefrom in the words following, to wit: "And for a further and separate defense these defendants say that upon the retirement of the said John F. A. Sanford from the firm mentioned in the complaint, he became a partner in another firm, under the same name, in the city of New York, together with the said Pierre Chouteau, Junior, in which the said Sarpy and said Sire had been theretofore parties, and in which they thereupon ceased to be partners, and said John F. A. Sanford succeeded to their interests therein, and said Sarpy and Sire succeeded to his interests in said Saint Louis firm, excepting his interest in said Minnesota lands, and that by agreement between all the parties at

the time of such exchange of interests, and in consideration thereof, said John F. A. Sanford and his interest in the Minnesota lands were to be exonerated and freed from all liability for the debts and liabilities of said Saint Louis firm, or to any of his copartners therein, and to be indemnified and saved harmless in the premises."

372 And plaintiffs expressly deny that any such agreement was made by said parties, or by any of them, either as stated in said answer or otherwise. Further replying, these plaintiffs admit the execution and delivery of the instrument of release set forth in said answer, but they aver and state that the same had not, nor has any relation to, and does not refer to, cover or include, any part or portion of the said partnership assets and property mentioned and referred to in the said schedules annexed to the complaint in this action, or to any of said copartnership lands therein referred, and it was not meant or intended by either or any of the parties to said instrument to include the said lands within the provisions of said release. Further replying, these plaintiffs deny that at the time of the execution and delivery of said release the said plaintiff Pierre Chouteau was the owner, either by assignment or in any other manner whatsoever, of the claims and demands in prosecution in this action, either as stated in said answer or otherwise, and deny each and every other material allegation in said answer contained, not hereinbefore specifically denied or admitted to be true, and demand judgment against the said defendants as before they have demanded.

VAN ELTEN & OFFICER,
Plaintiffs' Attorneys.

373 THE STATE OF MINNESOTA, }
Ramsey County, } *ss:*

John S. Prince came personally before me, and being first duly sworn, deposes and says that he is the acting agent for the above-named plaintiffs in this State; that he has read the foregoing reply, and that the same is true of his own knowledge, except the matters which are therein stated on his information or belief, and as to those matters that he believes it to be true. Deponent further says that the means of his knowledge, and the grounds of his belief on the subject, are that, as the agent of said plaintiff, he has had personal possession and management of a large portion of the real estate referred to in said complaint in this action, and has had correspondence with them in relation to their rights and interests in and to the same, and that they have stated to this deponent in such correspondence the nature and extent of the rights and interests of said plaintiffs and defendants, respectively, in and to said partnership property and real estate, and copies of their mutual partnership agreements, releases, and other instruments relating thereto, from which statements, correspondence, and papers, this deponent verily believes the said reply is true, and that the reason why this reply is not verified by said

plaintiffs or either of them is that they are all now absent from
374 the county and State, where their said agent resides.

JOHN S. PRINCE.

Subscribed and sworn to before me this 27th day of August, 1861.

P. HEFFERNAN,

[NOTARIAL SEAL.] *Notary Public, Minnesota.*

Exhibit "E," Dec. 7, 1876.—S. D. Thomas, Notary Public.

To the Surrogate of the County of New York.

In the matter of the estate of John F. A. Sanford, deceased. } Copy.—Petition to Surrogate of New York.

The petition of Pierre Chouteau, Jr., of St. Louis, in the State of Missouri, respectfully shows:

That the said John F. A. Sanford departed this life in or about the month of , in the year , being at the time of his death an inhabitant of the city and county of New York, and leaving assets within the said city and county, and leaving a last will and testament in the due form to pass real and personal estate, wherein and whereby he nominated and appointed Frederick C. Gebhardt and
Samuel L. M. Barlow, of the city of New York, executors of
375 his said will. That the said will has been duly proved before the surrogate of the county of New York, and letters testamentary thereupon issued to the said executors, who have duly qualified as such and taken upon themselves the burthen of the execution of said will. That at the time of the death of the said John F. A. Sanford your petitioner and the said John F. A. Sanford were copartners in business as merchants, at the city of New York, under the firm name and style of P. Chouteau, Jr., & Co., and were also copartners, together with Uriel A. Murdock, of the city of New York; George Peabody and , of London, in England, in other business, under the name, style, and firm of P. Chouteau, Jr., Sanford & Co.; that the business of the said firm of P. Chouteau, Jr., & Co., resulted in heavy losses, owing to unfortunate operations undertaken in the lifetime of the said John F. A. Sanford; resulted in very heavy losses; and the business of the said firm of P. Chouteau, Jr., Sandford & Co., produced large profits. That after the death of the said John F. A. Sanford, owing to such losses and others and the pressure of the times, in the latter part of the year 1857, your petitioner, as surviving partner in said firm of P. Chouteau, Jr., & Co., was obliged to make assignments, for the benefit of the creditors of said firm, of the assets of that firm, and of his interest in the assets of the said firm of P. Chouteau, Jr., Sandford &
Co., and of other firms with which he was connected, in trust
376 for the benefit of creditors, the assignees being Uriel A. Murdock and John H. Thompson, of the city of New York, whose affidavits are hereto annexed. That since the execution and delivery

of such assignments, partly by the proceeds of the assigned property realized by the assignees, and partly by private arrangement with his creditors, he has been able to settle with all his creditors and the creditors of his firms who are known, and such creditors have all consented in writing that the assigned property should be released and retransferred by said assignees to your petitioner, which has accordingly been done, and your petitioner is accordingly reinstated in the possession and enjoyment thereof. Your petitioner further shows that with the aid and assistance of the said assignees, he has caused to be carefully made up the accounts of the said firm of P. Chouteau, Jr., & Co., as accurately as it can reasonably be done at present, and that under the most favorable aspect the aggregate loss on the final winding up of the affairs of the firm cannot reasonably be expected to be less than the sum of nine hundred and fifty-one thousand five hundred and eighty dollars and ninety cents, the one-half of which, amounting to four hundred and seventy-five thousand seven hundred and ninety dollars and forty-five cents, is chargeable to the said John F. A. Sanford; that the balance to the credit of the said John F. A. Sanford, under such account on the books of the said
377 firm, now amounts to eighty-seven thousand and twenty-six dollars and five cents, and no more, and there are other items yet to go to the credit of that account which may increase it by twenty thousand and twenty-two dollars and twenty-nine cents, making an aggregate, with interest amounting to five thousand four hundred and eighteen dollars and fifty cents, of one hundred and twelve thousand four hundred and sixty-six dollars and eighty-four cents, leaving a nett balance due from the estate of the said John F. A. Sanford to your petitioner, on a final settlement of the affairs of the said firm of P. Chouteau, Jr., & Co., as your petitioner verily believes, of not less than the sum of three hundred and sixty-three thousand three hundred and twenty-three dollars and sixty-one cents.

Your petitioner further shows that the interest of the said John F. A. Sanford, in the property and assets of the said firm of P. Chouteau, Jr., Sanford & Co., including the amount already received by your petitioner on account thereof as hereinafter mentioned, is estimated not to exceed the sum or value of two hundred and fifty thousand dollars. That your petitioner has already received on account thereof the sum or value of fifty-one thousand four hundred and forty-one dollars and four cents, which has been duly credited to the said John F. A. Sanford on the books of the said firm of P. Chouteau, Jr., & Co., and the results of the accounts of that firm above stated
378 are those arising after the giving of such credits, leaving an amount of about one hundred and ninety-eight thousand five hundred and fifty-eight dollars and six cents still to be received by the said John F. A. Sanford from the said firm of P. Chouteau, Jr., Sanford & Co., which firm has ceased to do business and is in process of liquidation. That the individual debts of the said John F. A. Sanford are, as your petitioner believes, exceedingly small, and will

not exceed the sum of ten or fifteen thousand dollars, and there are assets, exclusive of his interest in said firms, more than sufficient to pay all his other debts in full. That your petitioner, with the aid of his said former assignees, has also taken a careful inventory and valuation of your petitioner's remaining property and assets and of his present debts and liabilities, purposely fixing a valuation upon the property which, in the judgment of both your petitioner and of said assignees, is very considerably below the real marketable value thereof, and from which estimate and valuation it results that your petitioner is worth the sum of two millions five hundred and ninety-five thousand dollars over and above all his debts and liabilities.

Your petitioner further shows that he is willing, if it can be done without delay, on receiving, with the consent of the executors, the balance of the share of the estate of the said John F. A. Sanford in the assets of the said firm of P. Chouteau, Jr., Sanford & Co., to accept the same in full compromise and satisfaction of all
379 claims and demands against the said estate, and to release and discharge the remaining assets of the said estate and to give security by his own bond with his son, ——— Chouteau, and his son-in-law, ——— Moffit, both of St. Louis, in the State of Missouri, as sureties, that in case of other claims or demands being established against the said estate to an amount exceeding the remaining assets thereof, he will refund such a proportion of the amount received by him as will be necessary to make the dividend to the other creditors amount to the same percentage on their respective claims; that the sum retained by your petitioner amounts to, on the demand of your petitioner, as finally settled and adjusted, without reference to such compromise, and that, if upon any future investigation or accounting it shall be established that the claim of your petitioner against said estate does not equal the amount so received by your petitioner, he will refund the excess on demand. And your petitioner verily believes that such an arrangement will be highly beneficial to the said estate, releasing and discharging said estate from a balance of not less than one hundred and sixty-four thousand seven hundred and sixty-five dollars and fifty-five cents, and your petitioner believes that the said executors will not hesitate to make such compromise if authorized by an order of the surrogate so to do.

Your petitioner further shows that he claims a lien in equity
380 on the share of the said John F. A. Sanford in the assets of the said firm of P. Chouteau, Jr., Sanford & Co., for the satisfaction of said balance due to him from said estate, arising from the accounts of the firm of P. Chouteau, Jr., & Co.; that he has been advised by his counsel, Messrs. Daniel Lord and Jeremiah Larocque, of the city of New York, to whom he has fully and faithfully stated the facts of the case, that he has such lien, and that the share of said John F. A. Sanford in the assets of said firm of P. Chouteau, Jr., Sanford & Co. cannot be recovered by the executors without satisfaction of your petitioner's said claim, and that the making of such

compromise and composition will also probably prevent a long and expensive litigation.

Your petitioner therefore prays that an order may be made authorizing the executors of said estate to compromise with your petitioner on the terms above mentioned, and for such further or for such other order as may be proper.

P. CHOUTEAU, JR.
JERE. LAROCQUE, *Proctor.*

CITY AND COUNTY OF NEW YORK, *ss:*

Pierre Chouteau, Jr., the above-named petitioner, being duly sworn, deposes and says that he has heard read the foregoing
381 petition, and that the same is true of his own knowledge except as to the matters therein stated on information and belief, and that as to those matters he believes it to be true.

P. CHOUTEAU, JR.

Sworn before me this 13th day of October, 1858.
WASH. R. NICHOLS,
Com. of Deeds.

CITY AND COUNTY OF NEW YORK, *ss:*

Uriel A. Murdock, being duly sworn, deposes and says that he has, with great care and attention, examined the accounts of the firm of P. Chouteau, Jr., Sanford & Company, mentioned in the foregoing petition, and estimated the value of the assets thereof; that, to the best of his judgment and belief, the amount and value of the share of said testator in the assets of said firm of P. Chouteau, Junior, Sanford & Company is not under-estimated in said petition; that he has read said petition, and it is in all respects true to the best of his knowledge and belief,

U. A. MURDOCK.

Sworn before me this 22d day of October, 1858.
E. FRANCIS COREY, JR.,
Com'r of Deeds.

382 CITY OF BROOKLYN } *ss:*
and County of Kings, }

John H. Thompson, being duly sworn, deposes and says that he has, with great care and attention, examined the accounts of the firm of P. Chouteau, Jr., and Company, mentioned in the foregoing petition, and estimated the value of the assets thereof, and has also aided the petitioner in estimating the value of his remaining assets and property; that, to the best of his judgment and belief, the amount which will be due to the petitioner from the estate of the said John F. A. Sanford, on a final settlement of the affairs of the firm of P. Chouteau, Jr., and Company, is not over-estimated in said petition, and the amount and value of the property of the peti-

tioner, over and above all his remaining debts and liabilities, is not over-estimated thereon; that he has read said petition, and it is in all respects true to the best of his knowledge and belief.

JOHN H. THOMPSON.

Sworn before me this 22d day of October, 1858.

THOMAS PACKER,
Com. of Deeds.

383 *Exhibit F, Dec. 7, 1876.—S. D. Thomas, Notary Public.*

STATE AND COUNTY OF NEW YORK, } ss:
Surrogate's Office, }

[SEAL.] I, Edward C. West, surrogate of said county, acting as clerk of the Surrogate's Court, do hereby certify that I have compared the annexed copy of the order of the surrogate in the estate of John F. A. Sanford, deceased, with the original record thereof now remaining in this office, and have found the same to be a correct transcript therefrom and of the whole of such original record.

In testimony whereof I have hereunto set my hand and affixed my seal of office, this fourteenth day of December, in the year of our Lord one thousand eight hundred and fifty-nine, and of our Independence the eighty-fourth.

(S'd) EDW. C. WEST, *Surrogate.*

At a Surrogate's Court held in and for the county of New York, on the twenty-fifth day of November, in the year one thousand eight hundred and fifty-nine—

Present: Hon. Edward C. West, surrogate.

In the matter of the estate of John F. A. Sanford, deceased. } Order of Surrogate.

384 On reading and filing the petition of Frederick C. Gebhard and Samuel L. M. Barlow, executors of John F. A. Sanford, deceased, duly verified, and affidavits accompanying the same, and on motion of Samuel L. M. Barlow, one of the petitioners, in person, and evidence having been taken in support of said petition, it is ordered that the said executors have leave, and leave is hereby granted them, to compromise and compound the claim of the said estate against the late firm of Chouteau, Sanford & Company, mentioned in said petition, by accepting in full satisfaction and discharge thereof the claim of the said Pierre Chouteau, junior, against the estate of the said John F. A. Sanford, arising out of the unsettled accounts of the late firm of Pierre Chouteau, jr., and Company, also mentioned in said petition. And the said executors are hereby accordingly authorized to unite in all proper assignments and transfers to the said Pierre Chouteau, junior, of all the interest of the said estate, in the

assets and property of the said late firms of P. Chouteau, jr., and Company and P. Chouteau, junior, Sanford and Company, upon receiving proper releases and discharges of the said estate of the said John F. A. Sanford from all further liabilities, claims, and demands, to or on the part of the said Pierre Chouteau, junior, and his covenant to indemnify the said estate against the debts and liabilities of the said firms and each of them.

(S'd,) EDWARD C. WEST, *Surrogate.*

385 *Exhibit "G," Dec.* 7, 1876,—*S. D. Thomas, Notary Public.*

Quitclaim by Benj. Sanford & Wife.

This indenture, made the first day of December, in the year one thousand eight hundred and fifty-nine, between Benjamin C. Sanford, of Saint Louis, in the State of Missouri, son of John F. A. Sanford, late of the city of New York, and formerly of Saint Louis aforesaid, deceased, and Louisa, his wife, of the first part, and Isabel Sanford, the widow, and Emilie C. Sanford and John F. A. Sanford, the other surviving children of the said John F. A. Sanford, deceased, of the city of New York, of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, to them in hand paid by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised, released, and quitclaimed, and by these presents do remise, release, and quitclaim unto the said parties of the second part and to their heirs, executors, administrators, and assigns forever, all the right, title, and interest, distributive share and portion, claim and demand of said Benjamin C. Sanford, as devisee and legatee under the last will and testament of said John F. A. Sanford, heir at law, next of kin, or otherwise, of, in, and to the estate, real and personal, of his
386 said late father, the said John F. A. Sanford, deceased, whatsoever and wherever situated. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining. And the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, dower and right of dower, of the said parties of the first part, of, in, or to the above-described premises and every part and parcel thereof, with the appurtenances.

To have and to hold all and singular the above-mentioned and described premises, together with the appurtenances, unto the said parties of the second part, their heirs, executors, administrators, and assigns forever, in the same manner and in the same shares and proportions as though the said John F. A. Sanford had died intestate, leaving the parties of the second part, his widow, and sole and only heirs at law and next of kin him surviving. And the said Benjamin

C. Sanford, party of the first part, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said parties of the second part, their heirs, executors, administrators, and assigns, that he has not made, done, committed, or executed any act or acts, thing or things, whatsoever, whereby or by means whereof the above-mentioned and described premises or any
387 part or parcel thereof, now are or at any time hereafter shall or may be impeached, changed, or encumbered in any manner or way whatsoever.

And that the parties of the first part will, at any time hereafter upon the reasonable request, and at the proper cost and charges of the said party of the second part, make, do, and execute all such further and other reasonable acts and assurances in the law for the purpose of more effectually vesting in the parties of the second part, the said hereby released and quitclaimed premises as by them or by their counsel may be reasonably devised, advised, and required.

In witness whereof the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

(S'd) BENJAMIN CHOUTEAU SANFORD. [L. S.]
(") LOUISA SANFORD. [L. S.]

Sealed and delivered in the presence of—
WM. MAFFIT.
JOEL G. HARPER.

STATE OF MISSOURI, } *ss.*
City & County of St. Louis, }

I, Joel G. Harper, a commissioner for the State of New York, residing in the city of St. Louis, and in the county of St. Louis, and State of Missouri, do certify that, on the first day of Decem-
388 ber, A. D. 1859, in the city of St. Louis, in the county of St. Louis aforesaid, personally appeared before me Benjamin Chouteau Sanford and Louisa, his wife, both known to me to be the individuals described in and who have executed the foregoing deed, and they severally acknowledged to me that they had executed the said deed; and the said Louisa, on a private examination by me apart from her husband, further acknowledged to me that she executed the said deed freely and without any fear or compulsion of her husband.

In witness whereof I have hereunto set my hand and official seal, at St. Louis, in the county and State aforesaid, this first day of December, A. D. 1859.

[SEAL.] (S'd,) JOEL G. HARPER,
A Commissioner for New York.

389 *Exhibit H, Dec. 7, 1876.—S. D. Thomas, Notary Public.*

Circuit Court of the United States for the District of Minnesota.

SAMUEL L. M. BARLOW et al.
vs.
CHARLES P. CHOUTEAU et al.
} Notice to Produce Agreement.

SIRS:—Please to take notice that the defendants are required to produce, on the trial of this action, and on the taking of depositions herein, heretofore noticed to be taken by and before Samuel D. Thomas, a notary public in and for the State of New York, at his office in the city of New York, State of New York, any and all letters, correspondence and agreements had or made in writing by and between John F. A. Sanford and the co-partnership firm of P. Chouteau, Jr., & Co., of St. Louis, or with or on the part of any member of said firm, at or about the time of his withdrawal from said firm, and relating to the terms of such withdrawal during or about the year 1852, and in default of such production, parol evidence will be introduced as to the contents thereof.

Dated December 5th, 1876.

Yours, &c.,

GILMAN, GLOUGH & LANE,
Solicitors for Plaintiffs.

390 To R. B. GALUSHA, &
DAVIS, O'BRIEN & WILSON, ESQ.,
Sol'rs for Def'ts,
and
TOMPKINS WESTERVELT, ESQ.,
Appearing on their behalf.

(Endorsed:) U. S. Circuit Court, District of Minnesota; Sam'l L. M. Barlow et al. vs. Charles P. Chouteau et al.; plaintiffs' notice to produce; Gilman, Clough & Lane, sol'rs for plff's; due service of copy within notice is this ——— day of December, 1876, hereby admitted; Ex. H., Dec. 7, 1876.

SAM'L L. M. BARLOW
vs.
CHARLES P. CHOUTEAU et al.
}

City and County of New York, ss:

George Y. Renshaw, of said city, being duly sworn, says that on the sixth day of December, 1876, he served the annexed notice to produce on Tompkins Westervelt, Esq., acting on behalf of the attorneys, Galusha, Davis, O'Brien & Wilson, in this action, during his absence from his office, No. 56 Broadway, in the city of New York, by leaving a copy thereof with a person having charge of said office.

GEORGE Y. RENSHAW.

Sworn before me this 6th day of December, 1876.

S. D. THOMAS,
Notary Public, Kings County.

391 *Exhibit I. Dec.* 11, 1876.—*S. D. Thomas, Notary Public.*

Quitclaim.

This indenture, made this first day of December, one thousand eight hundred and fifty-nine, between Samuel L. M. Barlow and Frederick C. Gebhard, executors of the last will and testament of John F. A. Sanford, late of the city of New York, deceased, parties of the first part, Isabel Sanford, widow of the said John F. A. Sanford, of the second part, and Pierre Chouteau, Junior, of Saint Louis, in the State of Missouri, of the third part: Witnesseth, that the said parties of the first part, by virtue of the power and authority to them given in and by the said last will and testament, and also in and by an order made by the surrogate of the county of New York, in the matter of the estate of said John F. A. Sanford, and bearing date the twenty-fifth day of November, one thousand eight hundred and fifty-nine, and for and in consideration of one dollar, lawful money of the United States of America, to them in hand paid at or before the ensealing and delivery of these presents by the said party of the third part, the receipt whereof is whereby acknowledged, have remised, released and quitclaimed, and by these presents do remise, release and quitclaim unto the said party of the third part, his heirs and assigns forever, all those two certain lots, pieces or parcels of land, situate in the town of Cortlandt, in the county of Westchester, and State of New York, the first of which is bounded as follows:

On the northerly and northwesterly side of the Peekskill bay and creek, on the easterly side by land formerly owned by Gilbert Sherwood, and now or late by William Nelson; on the southerly side
392 by land formerly owned by Nathaniel Brown, deceased, and by the late Solomon Rundell, deceased, and on the westerly side by the Hudson river or Peekskill bay, containing thirty-five acres, more or less, excepting from and out of the same a lot of about two and one-half acres of land at the westerly point of said premises as lately conveyed by John McCoy, Jr., to the Hudson River Railroad Company. The other of said lots contains about five acres, and adjoins the above described lot on the southerly side thereof, and was formerly owned by Stephen Brown, deceased, and conveyed by James Brown, the executor of said Stephen Brown, deceased, to Henry Drake, also deceased, the boundaries of which premises are particularly described in a deed executed by James McCoy to John McCoy, Jr., bearing date the 8th day of May, 1840, and recorded in the clerk's office of Westchester county, in liber No. 89 of deeds, page 411, to which last mentioned deed reference is hereby made to fix the boundaries thereof, together with all and singular the edifices, buildings, rights, members, privileges, advantages, hereditaments and appurte-

nances to the same belonging or in anywise appertaining And the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, claim and demand whatsoever, both in law and equity, which the said testator had in his lifetime, and at the time of his decease, and which the said parties of the first part, as such executors, have, by virtue
393 of the said last will and testamenti or otherwise, of, in and to the same and every part and parcel thereof, with the appurtenances. To have and to hold the said premises above mentioned and described and hereby released and quitclaimed, or intended so to be, with the appurtenances, unto the said party of the third part, his heirs and assigns, to his and their own proper use, benefit and behoof forever. And the said parties of the first part for themselves, their heirs, executors and administrators, do hereby covenant, promise and agree, to and with the said party of the third part, his executors, administrators and assigns, that they have not made, done, committed or executed any act or acts, thing or things, whatsoever, whereby, or by means whereof, the above mentioned and described property, of whatever nature or description, or any part or parcel thereof, now are, or at any time hereafter shall or may be, impeached, charged or incumbered in any manner or way whatsoever. And the said party hereto of the second part, in consideration of one dollar to her paid by the said party of the third part, and for other considerations, hereby releases to him all her right, title and interest, dower and right of dower, of, in and to all the above mentioned and described property, of whatever nature or description. To have and to hold the same to the said party of the third part, his heirs and assigns forever.

394 In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in the presence of—

[L. S.]
[L. S.]
[L. S.]

Exhibit J, Dec. 7, 1876.—*S. D. Thomas, Notary Public.*

Quitclaim.

This indenture, made this first day of December, one thousand eight hundred and fifty-nine, between Samuel L. M. Barlow and Frederick C. Gebhard, executors of the last will and testament of John F. A. Sanford, late of the city of New York, deceased, parties of the first part, Isabel Sanford, widow of the said John F. A. Sanford, of the second part, and Pierre Chouteau, Junior, of St. Louis, in the State of Missouri, of the third part:

Witnesseth, that the said parties of the first part, by virtue of the power and authority to them given in and by the said last will and testament, and also in and by an order made by the surrogate of the county of New York, in the matter of the estate of said John F. A.

Sanford, and bearing date the twenty-fifth day of November, one thousand eight hundred and fifty-nine, and for and in consideration of one dollar, lawful money of the United States of
395 America, to them in hand paid at or before the ensealing and delivery of these presents by the said party of the third part, the receipt whereof is hereby acknowledged, have remised, released, and quitclaimed, and by these presents do remise, release, and quitclaim unto the said party of the third part, his heirs and assigns forever, all the right, title, and interest which the said parties of the first part, or either of them, have or has, and which the said John F. A. Sanford, at the time of his decease, had in and to all mines of iron ore on or in the lands lately owned and occupied by John Croft, lying west of the public highway running through said land, except in the ground used as a garden and enclosed and situate in the town of Putnam Valley, in Putnam county and State aforesaid, together with all the right, title, interest, and privileges which the said parties of the first part, or either of them, have or has, and which the said John F. A. Sanford had at the time of his decease in and to a certain lease made between the said John Croft, of the first part, and John S. Shaw, of the city of New York, of the second part, bearing date the first day of August, A. D. 1851, and recorded in Putnam county clerk's office in liber "X" of deeds, page 259, &c., October 28, 1851, together with all and singular the edifices, buildings, rights, members, privileges, advantages, hereditaments, and appurtenances to the same belonging or in anywise appertaining.
396 And the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever, both in law and in equity, which the said testator had in his lifetime and at the time of his decease, and which the said parties of the first part as such executors have by virtue of the said last will and testament or otherwise of, in, and to the same, and every part and parcel thereof, with the appurtenances; to have and to hold the said premises above mentioned and described, and hereby released and quitclaimed, or intended so to to be, with the appurtenances, unto the said party of the third part, his heirs and assigns, to his and their only proper use, benefit, and behoof forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, do hereby covenant, promise, and agree to and with the said party of the third part, his executors, administrators, and assigns, that they have not made, done, committed, or executed any act or acts, thing or things whatsoever, whereby, or by means whereof, the above mentioned and described property of whatever nature or description, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged, or encumbered in any manner or way whatsoever; and the said party hereto of the second part, in consideration
397 of one dollar to her paid by the said party of the third part, and for other considerations, hereby release to him all her right, title, and interest, dower and right of dower, in and to all the

above mentioned and described property, of whatever nature or description.

To have and to hold the same to the said party of the third part, his heirs and assigns forever.

In witness whereof the said parties haveunto set their hands and seals the day and year first above written.

Sealed and delivered in the presence of—

[SEAL.]
[SEAL.]
[SEAL.]

Exhibit K, Dec. 7, 1876.—S. D. Thomas, Notary Public.

Quitclaim.

Know all men by these presents: That we, Frederick C. Gebhard and Samuel L. M. Barlow, of the city, county, and State of New York, executors of the last will and testament of John F. A. Sanford, late of said city of New York, deceased, of the first part, and Isabel Sanford, widow of the said John F. A. Sanford, of
398 the second part, in consideration of certain settlements with Piere Chouteau, junior, of said city of New York, the party of the third part, and of certain releases and quitclaims by said party of the third part of certain claims, debts, and demands against the estate of said Sanford, deceased, and in consideration of the sum of one dollar to us in hand paid by the said party of the third part, the receipt whereof is hereby acknowledged, the said parties hereto of the first part, in pursuance of an order of the surrogate of the county of New York bearing date the twenty-fifth day of November last, and the said party of the second part in order to bar and extinguish her right to dower or thirds in the land and premises hereinafter described, have remised, released, and quitclaimed, and by these presents do remise, release, and quitclaim, unto the said party of the third part, his heirs and assigns forever, all of the following described land situated in the county of Houghton and State of Michigan, to-wit: the northwest quarter of section number ten, and the northwest quarter of the northwest quarter of section No. fourteen, all in town fifty-seven north of range thirty-two west, it being two hundred acres more or less, together with all and singular the tenements, hereditaments and appurtenances to the said premises belonging or in anywise appertaining. And the revision and reversions, remainder and remainders, yearly and other rents, issues and profits thereof; and all the estate, right, title, interest, property, possession, claim and demand whatsoever, both at law and in
399 equity, of the said parties of the first part as such executors as aforesaid, and the dower and right of dower of the said party of the second part, of, in and to the said land and premises above described, and every part and parcel thereof with the appurtenances.

To have and to hold all and singular the above mentioned and de-

scribed premises, with the appurtenaces unto the said party of the third part, his heirs and assigns forever.

In witness whereof we have hereunto set our hands and seals the first day of December, one thousand eight hundred and fifty-nine.

FRED'K C. GEBHARD, Ex'or. [SEAL.]
SAMUEL L. M. BARLOW, Executor. [SEAL.]
ISABEL SANFORD. [SEAL.]

Signed, sealed and delivered in the presence of—
EDW'D W. COLLIN.

UNITED STATES OF AMERICA, } ss.
State of New York, }

By this public instrument, be it known to all whom the same doth or may in any wise concern: That I, Edward W. Collin, a notary public in and for the State of New York, by letters patent under the great seal of state duly commissioned and sworn, dwelling
400 in the city of New York, do hereby certify that on the twenty-fifth day of January, in the year one thousand eight hundred and fifty-nine, before me personally appeared Frederick C. Gebhard and Samuel L. M. Barlow, known to me to be the executors of the last will and testament of John F. A. Sanford, mentioned and described in the foregoing instrument; and the said Frederick C. Gebhard and Samuel L. M. Barlow acknowledged before me that they executed the same as such executors as aforesaid. And on the twenty-sixth day of January in said year, before me personally appeared Isabel Sanford, widow of the said John F. A. Sanford, to me known to be one of the individuals described in and who executed the within instrument, and acknowledged that she executed the same for the uses and purposes therein mentioned.

In testimony whereof I have subscribed my name and caused my official notarial seal to be hereunto affixed the 26th day of January, in the year of our Lord, 1860.

[SEAL.] EDW'D W. COLLIN,
Notary Public of the State of New York.

401 *Exhibit L, Dec. 7, 1876.—S. D. Thomas, Notary Public.*

Release.

To all to whom these presents shall come or may concern, greeting:

Know ye that I, Pierre Chouteau, Junior, of Saint Louis, in the State of Missouri, for and in consideration of the sum of one dollar lawful money of the United States of America to me in hand paid by Samuel L. M. Barlow and Frederick C. Gebhard, of the city of New York, executors of the last will and testament of John F. A. Sanford, late of said city, deceased, and in further consideration of an assignment and transfer of the interest of the said John F. A. Sanford, deceased, in the copartnership assets of the late firms of P.

Chouteau, Junior, and Company and P. Chouteau, Junior, Sanford & Company, executed and delivered to me by said executors cotemporaneously with the execution and delivery hereof by virtue of an order of the surrogate of the county of New York made in the matter of the estate of John F. A. Sanford, deceased, and bearing date the twenty-fifth day of November, in the year one thousand eight hundred and fifty-nine, have remised, released, and forever discharged, and by these presents do, for myself, my heirs, executors, and administrators, remise, release, and forever discharge the said executors and the estate of the said testator, and his heirs, next of kin, devisees, legatees, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums
402 of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity which against the said John F. A. Sanford, or them or either of them, I ever had, now have, or which I or my heirs, executors, or administrators hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the day of the date of these presents, and particularly upon or by reason of the partnership accounts of the late firm of P. Chouteau, Junior, and Company, of the city New York, which firm was composed of myself and the said John F. A. Sanford. And I do hereby for the considerations aforesaid covenant and agree with the said Samuel L. M. Barlow and Frederick C. Gebhard, executors as aforesaid, well and truly to indemnify, save, and keep harmless them and each of them as such executors and individually, and the estate of the said John F. A. Sanford, deceased, his devisees, legatees, heirs, and next of kin of and from all and all manner of liability, recoveries, costs, charges, expenses, claims and demands for, on account, or by reason of any of the copartnership debts or liabilities of the late firms or copartnerships of P. Chouteau, Junior, Sanford and Company and P. Chouteau, Junior, and Company, of the city of New York, and
403 of each of said firms or copartnerships, nothing herein contained is to affect the rights which the said Pierre Chouteau, Junior, now has either as surviving partner or by assignment to collect all the assets of any firm formerly existing at Saint Louis, in the State of Missouri, in which the said John F. A. Sanford was formerly a partner for his own sole use and benefit according to the terms agreed upon on the retirement of said John F. A. Sanford from said firms, or to affect or impair the right of the said Pierre Chouteau, Junior, to said assets.

And I do hereby covenant and agree with the said Frederick C. Gebhard and Samuel L. M. Barlow, executors as aforesaid, that I have good right and lawful authority to release and discharge in manner aforesaid.

In witness whereof I have hereunto set my hand and seal the first

day of December, in the year of our Lord one thousand eight hundred and fifty-nine.

P. CHOUTEAU, JR. [L. S.]

Sealed and delivered in the presence of—
WM. MAFFITT.
JOEL G. HARPER.

STATE OF MISSOURI, } ss:
City and County of St Louis, }

I, Joel G. Harper, a commissioner for the State of New York, residing in the city of St. Louis, in the county of St. Louis,
404 and State of Missouri, do certify that on the 1st day of December, A. D. 1859, personally appeared before me in the city of St. Louis, in the county of St. Louis aforesaid, P. Chouteau, Jr., who is personally known to me to be the individual described in and who has executed the foregoing release, and he then and there acknowledged to me that he executed the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal of office in St. Louis, Missouri, this 1st day of December, A. D. 1859.

[SEAL.] JOEL G. HARPER,
A Commissioner for New York.

405 *Exhibit M, Dec.* 7, 1876.—*S. D. Thomas, Notary Public.*

Memorandum of Agreement between Pierre Chouteau, Junior, of the one part and Samuel L. M. Barlow and Frederick C. Gebhard, executors, &c., of John F. A. Sanford, deceased, of the other part.

Whereas, under an order of the surrogate of the county of New York, made in the matter of the estate of John F. A. Sanford and bearing date the twenty-fifth day of November, one thousand eight hundred and fifty-nine, the said Barlow and Gebhard, as executors as aforesaid, have assigned and transferred to the said Pierre Chouteau, Junior, the share and interest of the said John F. A. Sanford in the assets of the late firm of P. Chouteau, Junior, Sanford & Company, (of which assets, as allotted and set apart to the share of the said John F. A. Sanford on the divisions which have been hitherto made between the partners in that firm, a statement as accurate as it can conveniently be made, is hereto annexed, but the said assignment and transfer is intended to embrace all the right and interest of said Sanford in the assets of that firm, whether mentioned in said statement or not, and the provisions of this agreement in relation to an accounting and payment of the surplus, if any, are to apply to the same in like manner,) in consideration of a release to said executors by said Pierre Chouteau, Junior, of the claims and demands of said Pierre Chouteau, Junior, individually and as surviving partner, against the estate
406 of the said John F. A. Sanford to the amount of four hundred and thirty-six thousand six hundred and forty-eight dollars

and sixty-one cents: Now, in consideration of the premises and of one dollar, said Chouteau hereby covenants and agrees with said Barlow and Gebhard, as such executors, that he will at any time within two years from this date, on the written request of said executors, or either of them, or of their successors or assigns, furnish to them a true and detailed statement of the proceeds realized from the share of the said John F. A. Sanford in the assets of the said firm of P. Chouteau, Jr., Sanford and Company, so assigned and transferred, and from the assets of the firm of P. Chouteau, Jr., & Co. remaining at the date of the statement entitled, "Statement of estimated result of profit and loss account of P. Chouteau, Jr., & Co. on final winding up of affairs of that concern to 31st July, 1859," hereto annexed, which may have been disposed of in the interval preceding the rendering of such statement, and also a similar statement of such of the said assets of both firms as may then remain in the hands of the said Pierre Chouteau, Jr., undisposed of and of the estimated market value thereof, and should the sum total of such proceeds and the estimated value exceed the sum of the amounts of which the remaining assets of P. Chouteau, Jr., & Co. have been taken to account by the said P. Chouteau, Jr., in the statement hereto annexed, added to
407 the present debit on the said statement of the said firm of P. Chouteau, Jr., and Company against said Sanford, which amounts, as of the 31st day of July, 1859, to four hundred and thirty-six thousand six hundred and forty-eight dollars and sixty-one cents, with lawful interest from the said 31st day of July, 1859. And also fifty thousand dollars in addition thereto, with interest from this date, he will then pay over to the said executors, their survivors, or successors all such excess over that amount, as would be due to the said John F. A. Sanford or his representatives, if the said assignment and transfer had not been made. Should the parties not agree in their estimate of the values of said remaining assets, then those assets forming the share of said John F. A. Sanford in the assets of P. Chouteau, Junior, Sanford and Company, and what may remain of the assets of P. Chouteau, Jr., and Company, as to which they may disagree, shall be exposed to sale at public auction by said Pierre Chouteau, Junior, in the city of New York, on reasonable notice to Sanford's representatives, and any of the parties may become bidders and purchasers at such sale, and should there be any surplus over the said aggregate amount above stated, ascertained by the result of said sale, the share of said John F. A. Sanford in the surplus shall be paid over as above provided.

All accountings and divisions of assets which have heretofore been made between the partners in said firm of P. Chouteau,
408 Junior, Sanford and Company, before and after the death of the said John F. A. Sanford, and which have not heretofore been assented to or concurred in by said Sanford or said executors, are hereby ratified and confirmed.

And it is expressly understood and declared that the said Pierre Chouteau, junior, has heretofore received of the share of the said

John F. A. Sanford, in the assets of said firm of P. Chouteau, junior, Sanford and Company, securities which have been sold and disposed of, and have produced the sum of fifty-six thousand two hundred and nineteen dollars and seventy-four cents, of which a detailed account is also annexed, which amount has been credited to the account of said John F. A. Sanford with said firm of P. Chouteau, junior, & Company at various dates prior to the 31st day of July, 1859, and already gone to reduce the said estimated balance at that date, and said sale and credit are also hereby confirmed, and no further account or statement of those securities is to be rendered. The said executors are to have the right to require such statement and sale at auction once only within said period of two years, and are to be at liberty to signify their dissent to the estimate of the values of any of the said remaining assets within thirty days after the receipt of the statement thereof by said Pierre Chouteau, junior, and not after that time. Mr. Chouteau agrees to furnish information whenever requested as to whether any specified securities have been sold,
409 and the date, price, and amount of sale. But it is expressly understood and agreed that time is the very essence of this agreement, and that all the right and claim of said executors to call for the performance of this agreement is absolutely to cease and determine at the expiration of two years from this date, and that nothing herein contained is to prevent or restrain the said Pierre Chouteau, junior, from disposing of or parting with the whole or any portion of said assets within that period, *bona-fide*, according to his own judgment and discretion as to their value.

Dated New York, this first day of December, in the year one thousand eight hundred and fifty-nine.

(S'd) P. CHOUTEAU, JR.

Witness:
WM. MAFFITT.
JOEL G. HARPER.

STATE OF MISSOURI,
City & County of St. Louis, } *ss:*

I, Joel G. Harper, a commissioner for the State of New York, residing in St. Louis, in the county of St. Louis, and State of Missouri, do certify that on the 1st day of December, A. D. 1859, personally appeared before me in the city of St. Louis, in the county of
410 St. Louis aforesaid, Pr. Chouteau, jr., who is personally known to me to be the individual described in and who has executed the foregoing instrument in writing, and he then and there acknowledged to me that he executed the said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal office at St. Louis, Missouri, this 1st day of December, A. D. 1859.

[SEAL.] (S'd) JOEL G. HARPER,
A Commissioner for New York.

411 Circuit Court of the United States for the District of Minnesota.

SAMUEL L. M. BARLOW et al.
vs.
CHAS. P. CHOUTEAU et al.

The plaintiffs will read at the hearing of said cause authenticated copies of the following records:

1. Deed from J. W. Bass and wife to Chas. W. Borup, dated February 1, 1850, and recorded in the office of the Register of Deeds for Ramsey county, Minnesota, in Book "A" of deeds on pages 132–133.

2. Deed from Henry M. Rice to Henry H. Sibley, dated October 22, 1849, and recorded in said office in Book "A" of deeds, St. Croix, on pages 332–335.

3. Deed from Louis Roberts and wife to Pierre Chouteau, jr., John B. Sarpy, John F. A. Sanford, dated March 28, 1857, and recorded in the office aforesaid, in Book "Q" of deeds on page 376.

412 4. Deed from Norman W. Kittson to Chas. W. Borup, dated July 12, 1851, and recorded in said office in Book "B" of deeds, on page 572.

5. Deed from Chas. W. Borup to Chas. H. Oakes, dated March 30, 1852, and recorded in said office in Book "C" of deeds on page 424–425.

6. [When recorded not same.] Deed from N. W. Kittson to Chas. W. Borup, dated March 9, 1852, and recorded in said office in Book "H" of deeds on pages 408–409.

7. Deed from Chas. H. Oakes to Chas. W. Borup, dated March 30, 1852, and recorded in said office in Book "C" of deeds on pages 425–426.

8. Deed from P. Chouteau, jr., and wife, John B. Sarpy, Joseph A. Sire & wife, John F. A. Sanford and wife, by C. W. Borup, their attorney, Henry H. Sibley and wife, and Chas. W. Borup and wife to Chas. H. Oakes, dated April 18, 1854, and recorded in said office in Book "G" of deeds on pages 711–712.

413 9. Deed from Chas. H. Oakes and wife to Chas. W. Borup, dated December 1, 1854, and recorded in said office, in Book "L" of deeds, on pages 439, 440.

10. Deed from Chas. W. Borup and wife to Pierre Chouteau, Junior, & Co., of Saint Louis, dated September 5, 1855, and recorded in said office, in Book "L" of deeds, on pages 458, 459.

11. Deed of assignment from Pierre Chouteau, Jr., to Uriel A. Murdock and John H. Thompson, dated September 30, 1857, and recorded in said office, in Book "L" of mortgages, on page 445.

12. Deed of release made by Uriel A. Murdock and John H. Thompson to Pierre Chouteau, Jr., dated April 5, 1858, and recorded in said office, in Book "A" of satisfactions, on pages 6, 7.

13. Notice of lis pendens in an action brought in the District Court for the county of Ramsey and State of Minnesota, in which Pierre Chouteau, Jr., and others were plaintiffs and Frederick Gebhard and others were defendants, which notice is recorded in
414 said office, in Book "R" of mortgages, on pages 435 to 439, inclusive.

14. Power of attorney from Pierre Chouteau, Jr., and wife, John F. A. Sanford and wife, John B. Sarpy and wife, and Joseph A. Sire to Chas. W. Borup, dated May 1, 1852, and recorded in said office, in Book "D" of deeds, on pages 111, 112, and 113.

15. Power of attorney from Pierre Chouteau, Jr., and wife, John F. A. Sanford and wife, John B. Sarpy, and Rebecca W. Sire, dated September 10, 1856, and recorded in said office, in Book "O" of deeds, on pages 437 and 438.

16. Complaint in the same suit hereinbefore referred to, wherein the notice of *lis pendens* hereinbefore referred to was made and filed.

GILMAN, CLOUGH AND SONS,
Solicitors for Plaintiffs.

(Indorsed:) Circuit Court United States, district of Minnesota; Barlow vs. Chouteau; notice that the plaintiffs will read in order certain records.

415 This indenture, made and entered into this first day of February, A. D. 1850, by and between Jacob W. Bass and Martha Bass, his wife, of the county of Ramsey and Territory of Minnesota, of the first part, and Chas. W. Borup, of said county and Territory, in trust for Pierre Chouteau, Jr., & Company, and Henry H. Sibley, of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of two thousand dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released, and forever quit-claimed, and by these presents do remise, release, and forever quit-claim, unto the said party of the second part, and to his heirs and assigns forever, all their right, title, interest, estate, claim, and demand, both in law and in equity, and as well in possession as in expectancy, of, in, and to all the pieces or parcels of land situate, lying, and being in the

Book "A" of deeds, pages 132, 133.

county of Ramsey and Territory of Minnesota, and known and designated on the plot of the town of St. Paul, as recorded in the office of the register of deeds of Washington county (formerly St. Croix), as follows, to wit: Beginning at the point of intersection between Jackson and Third streets; thence northwardly along said
416 Jackson street to Fourth street three hundred feet, more or less; thence eastwardly on said Fourth street sixty-four feet and eight inches; thence back southerly in a straight line, or in a line parallel with Jackson street, to said Third street; thence westwardly along said Third street sixty-four feet and eight inches to the place of beginning; said piece or parcel of land being lots numbered (on the aforesaid plots) seven (7) and eight (8), in block twenty-seven (27), and parts of lots numbered six (6) and nine (9), in said block twenty-seven (27); also the north half of lot number five (5), in block number thirty (30), of said plot; the first-mentioned land being in block twenty-seven (27), now in the possession of said J. W. Bass, and the building thereon, formerly known as the "Saint Paul House," and now occupied by said Bass as a dwelling and boarding-house; the last-mentioned land in block thirty (30) being the same land on which stands a building formerly known as "George Zane's grocery," now in the possession of the said Chas. W. Borup as an office; to have and to hold the same, together with all and singular the rights, privileges, hereditaments, and appurtenances thereto belonging, to the said party of the second part, and to his heirs and assigns forever.

417 In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

J. W. BASS. [SEAL.]
MARTHA D. BASS. [SEAL.]

Signed, sealed, and delivered in presence of—
D. DAY.
JOSEPH MOSHER.

TERRITORY OF MINNESOTA, } ss:
County of Ramsey, }

Be it known that on the second day of February, A. D. 1850, before the undersigned personally came J. W. Bass and Martha D. Bass, his wife, the grantors to the foregoing and within deed from them as such grantors to Chas. W. Borup, in trust for Pierre Chouteau, Jr., & Company and Henry H. Sibley, grantees, to me personally known to be the identical persons described in and who executed the said deed; and they acknowledged that they executed the said deed freely and voluntarily for the uses and purposes therein expressed.

D. DAY,
Clerk, Board County Commissioners.

418 OFFICE OF REGISTER OF DEEDS, } ss:
Ramsey Co., Minnesota, }

I, Alex. Johnston, register of deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom and of the whole of said original record, as the same appears in Book "A" of deeds, pages 132 and 133.

In witness whereof I have hereunto subscribed my name and affixed my official seal at the city of Saint Paul, in said county, this 29th day of November, A. D. 1876.

[SEAL.] ALEX. JOHNSTON.

(Indorsed:) J. W. Bass and wife to Chas. W. Borup, trustee.

419 This indenture, made this twenty-second day of October, in the year one thousand eight hundred and forty-nine, by and between Henry M. Rice, of St. Paul, in the Territory of Minnesota, of the first part, and Henry H. Sibley, of Mendota, in said Territory, of the second part:

Whereas a co-partnership has existed heretofore by and between Pierre Chouteau, Jr., John F. A. Sanford, John B. Sarpy, Joseph A. Sier, Henry H. Sibley, Henry M. Rice and Sylvanus B. Lowry, which co-partnership has been dissolved by mutual consent, but during the existence of which an interest in certain lands, hereinafter particularly described, was acquired for the use and benefit of said co-partners, the title whereof was taken in the name of and held by the said Henry M. Rice, party of the first part to these presents; and whereas, by the terms of certain articles of agreement, bearing date the eleventh day of October, in the year 1849, between Pierre Chouteau, Jr., and Company, representing and naming the said Pierre Chouteau, Jr., John B. Sarpy, John F. A. Sanford and Joseph A. Sier and Henry H. Sibley of the one part, and the said Henry M. Rice and Sylvanus B. Lowry of the second part: It was, among other things, agreed that the said Henry M. Rice should convey all the interest of him, the said Henry
420 M. Rice and Sylvanus B. Lowry in, of and to the said lands by good and sufficient deed, to the said Henry H. Sibley, in trust for himself and the said Pierre Chouteau, Jr., and Company: Now, therefore, in pursuance of said articles of agreement, this indenture witnesseth: That the said Henry M. Rice, party of the first part, in consideration of one dollar to him in hand paid by the said Henry H. Sibley, party of the second part, the receipt whereof is hereby confessed, has remised, released and forever quitclaimed, and by these presents does remise, release and forever quitclaim unto the said party of the second part and to his heirs and assigns in trust for the use and benefit of him, the said Henry H. Sibley, and Pierre Chouteau, and Jr., John B. Sarpy, John F. A. Sanford, and Joseph A. Sire, all of his right, title, interest, estate, claim and demand, both in law and in equity, and as well in possession as in expectancy

of, in and to the following described pieces or parcels of land, to wit: The undivided five-eighths of the northeast quarter of section eleven in township twenty-eight, north of range twenty-three west; also the undivided five-eighths of the west half of the northwest fractional quarter, and of the northeast quarter of the northwest quarter (fractional), and of lot number three (3), all in section twelve in
421 township twenty-eight, north of range twenty-three, west of the fourth principal meridian, situate in the county of St. Croix and Territory of Minnesota. Also, all that piece or parcel of land called Little Rock, on the Mississippi, in the county of St. Croix and Territory of Minnesota, bounded on the Mississippi by a mark by the spring running in a southerly direction to a creek, thence in an easterly direction, being one hundred and sixty acres, more or less, originally claimed by William Hartshorn and Co., and conveyed to said Henry M. Rice by Freeman, Larpenteur & Co. by deed dated August 4th, 1848. *Also, the following described pieces or parcels of land, situate, lying and being in the county of St. Croix and Territory of Minnesota*, and known and designated as follows, to wit: The first piece or parcel of land begins at the point of intersection of Jackson and Third streets; thence northwardly along said Jackson street to Fourth street three hundred feet, more or less; thence eastwardly along said Fourth street sixty-four feet and eight inches; thence back southerly in a straight line, or in a line parallel with Jackson street to said Third street; thence westwardly along said Third street sixty-four feet and eight inches to the place of beginning, said piece or parcel of land being lots numbered seven
422 and eight in block numbered twenty-seven, and parts of lots numbered six and nine in said block, as designated on the plat of St. Paul. The second piece or parcel of land being *the north half of lot numbered five in block numbered thirty of said plat, being all* the land conveyed to the said Henry M. Rice by Louis Roberts and Mary R. Roberts, his wife, by deed bearing date January 4, 1849. Also, the following described premises, situate, lying and being in county of Crawford and State of Wisconsin, being all that portion of section No. six, in township No. fifteen, north of range No. seven, west of the fourth principal meridian, included within the following limits, beginning on the section between sections five and six, in the township and range last above mentioned, eight chains and fifty links north of the quarter section-post, on said line; thence south along said line twenty-two chains and sixty-nine links; thence due west to the Mississippi river; thence up the said river with the meandering thereof until it intersects the southwest corner of Peter Cameron's land; thence due east along the south line of said Cameron's land to the place of beginning, containing sixty-one acres and eighty-hundredths, more or less, being the same land conveyed to said Henry M. Rice by Asa White, by deed dated July 17th, 1848, and the same is hereby conveyed to said party of the second part to these
423 presents, in trust as aforesaid. And also, upon this further especial trust and confidence that he will convey the same to

John M. Levy, of Prairie la Crosse, Wisconsin, agreeably to the conditions of a certain bond executed by the said party of the first part to said John M. Levy, on or about the day of October, 1849, provided always, that the said Levy shall pay, or cause to be paid to the said party of the second part, the sum of two hundred dollars, in the manner and at the time specified in the said bond. Also, all that certain piece or parcel of land lying and being in the Territory, now State, of Wisconsin, and designated in the United States surveyor's return as section three (3), town nine (9), range seven (7) east, being the tract of land selected by the President of the United States as the reservation of Alexis Peyet, under the 5th article of the treaty made at Prairie du Chien, on the 1st day of August, 1829, with the Winnebago Indians, and being the same land conveyed to said party of the first part to these presents by said Alexis Peyet by deed bearing date the sixteenth (16th) day of February, 1848. Also, all the lots represented on the map or plat of Saint Anthony, in the Territory of Minnesota, drawn by William W. Marshall, which are situated on the southeast quarter of the southwest quarter of section fourteen (14) in township No. twenty-nine, north of range twenty-
424 four west, excepting and expressly reserving therefrom all the lots contained in block fifteen, and lots numbered three, four, five, six, eight, ten, eleven and fourteen in block ten, and fractional parts of lots numbered seven and eight in block numbered fourteen, and fractional parts of lots numbered one and two in block numbered thirteen. Also, fractional parts of lots numbered three and four in block numbered fourteen, not included in the above reservation. Together with all and singular the rights, privileges, hereditaments and appurtenances thereto belonging.

To have and to hold the above described premises, above mentioned, in trust for the objects and purposes aforesaid to the said party of the second part, his heirs and assigns forever. In witness whereof the said party of the first part has hereunto set his hand and seal, the day and year first above written.

HENRY M. RICE. [SEAL.]

Signed, sealed and delivered in presence of—
ELLIS G. WHITALL.
EDMUND RICE.

425 TERRITORY OF MINNESOTA, } *ss.*
County of St. Croix, }

On this twenty-seventh day of October, A. D. 1849, personally came before me Henry M. Rice, known by me to be the grantor described in and who executed the annexed and foregoing deed to Henry H. Sibley, grantee, and acknowledged that he executed the same for the uses and purposes therein expressed.

ELLIS G. WHITALL,
Notary Public.

Received for record Nov. 2d, 1849, at 9 o'c. a. m.

OFFICE OF REGISTER OF DEEDS, } ss.
Ramsey County, Minnesota, }

I, Alex. Johnston, register of deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom, and of the whole of said original record as the same appears in Book "A" of deeds, St. Croix, pages 332 to 335 inclusive. In witness whereof, I have hereunto subscribed my name and affixed my official seal, at the city of Saint Paul, in said county, this 28th day of November, A. D. 1876.

[SEAL.] ALEX. JOHNSTON,
Reg. of Deeds.

(Endorsed:) H. M. Rice to H. H. Sibley; Oct. 22, 1849.

426 Know all men by these presents: That we, Louis Roberts and Mary Rose Roberts, of the city of St. Paul, in the county of Ramsey, and Territory of Minnesota, in consideration of the sum of one hundred dollars to us in hand paid by Pierre Chouteau, jr., and John B. Sarpy, of the city of St. Louis, State of Missouri, and John F. A. Sanford, of the city and State of New York, by John S. Prince, their attorney in fact, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and quitclaimed, and by these presents do bargain, sell and quitclaim unto the said Pierre Chouteau, jr., and John B. Sarpy, and John F. A. Sanford, their heirs and assigns forever, all our right, title, interest, claim and demand in and to the following described piece or parcel of land situate and being in the county of Ramsey, and Territory of Minnesota, described as follows, viz: Being all of lot five (5) in block thirty (30); also all that part of lots No. nine and ten (9–10) in block No. thirty (30) not heretofore conveyed by the said parties of the first part to the said parties of the second part, by deed bearing date the seventh day of November, A. D. 1849, it being the excess in the length of the said lots numbered nine (9) and ten (10) over one hundred and fifty (150) feet measuring from Water street, all in the town of St. Paul proper, according to the recorded plat thereof on file in the office of the register of deeds in and for said county. To have and to hold the above quitclaimed premises, with all the privileges and appurten-
427 ances thereunto belonging to the said Pierre Chouteau, jr., John B. Sarpy, John F. A. Sanford, their heirs and assigns forever, so that neither we, the said Louis Roberts and Mary Rose Roberts, our heirs or assigns, or any person claiming by, from, or under us, shall have any right, title, interest, claim or demand in or to the aforesaid premises.

Book "Q" of deeds, page 376.

In witness whereof we have hereunto set our hands and seals the twenty-eighth day of March, A. D. 1857.

LOUIS his + mark. ROBERTS. [SEAL.]

MARY R. ROBERTS. [SEAL.]

Signed, sealed and delivered in presence of—
W. P. MURRAY.
S. S. CATON.

TERRITORY OF MINNESOTA, } ss.
County of Ramsey, }

Be it remembered that on this thirty-first day of March, A. D. 1857, personally appeared before me the undersigned, Louis Roberts, and Mary Rose Roberts his wife, the signers and sealers of the within written instrument, and acknowledged the same to be their free act and deed for the uses and purposes therein expressed; and the said Mary Rose Roberts being by me examined separate and
428 apart from her husband, acknowledged that she executed the same freely and without any fear or compulsion from any one.

{ NOTARIAL SEAL. }

S. S. EATON,
Notary Public, Minnesota.

Filed April 1st, A. D. 1857, at 3 o'c. p. m.

OFFICE OF REGISTER OF DEEDS, } ss.
Ramsey County, Minnesota, }

I, Alex. Johnston, register of deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom, and of the whole of said original record as the same appears in book "Q" of deeds, page 376.

In witness whereof I have hereunto subscribed my name and official seal, at the city of St. Paul, in said county, this 29th day of November, A. D. 1876.

[SEAL.]

ALEX. JOHNSTON,
Register of Deeds.

(Endorsed:) Louis Roberts and wife to Pierre Chouteau, jr., et al.; March 1st, 1857.

429 This indenture, made this twelfth day of July, in the year of our Lord one thousand eight hundred & fifty-one, between Book of Deeds "B," p. 572. } Norman W. Kittson, of Pembina, in the county of Pembina, and Territory of Minnesota, of the first part, and Charles W. Borup, of St. Paul, in Ramsey county, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of three thousand five hundred dollars in hand

paid by said party of the second part, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold, conveyed, and confirmed, and by these presents does give, grant, bargain, sell, convey, and confirm unto the said party of the second part, his heirs and assigns forever, all the following described piece or parcel of land situate, lying and being in the county of Ramsey, in the said Territory of Minnesota, and known and designated as follows, viz.: The N. ½ S. W. quarter section 32, T. 29 N., Range 22 W., reserving 17½ acres sold to Stanislaus Bilinski, by deed bearing date the thirtieth day of July, A. D. 1849, recorded in Book "A" of deeds, transfer from St. Croix records, on pages 238 & 239, and lots No. 3 & 4 in section 32, T. 29 N., Range 22 W., meridian, reserving from said lot No. 4 five acres sold to Whitney by deed bearing date the 7th day of July, A. D. 1849, and recorded in Book "A" of deeds, Ramsey county records, on pages 106 and 107, containing in all $123\frac{75}{100}$ acres, be the same more or less; to have and to hold the same, together with all and singular the appurtenances and privi-
430 leges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, and claim whatsoever of the said party of the first part, either in law or equity, in and to the above described premises to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns forever; and the said party of the first part, for himself, his heirs, executors, and administrators does consent and agree to and with the said party of the second part, his heirs and assigns, that he is well seized in fee of the aforesaid premises, and has good right to sell and convey the same in manner and form as above written, and that the same are free of all incumbrances whatever, and that the aforesaid premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, he will forever warrant and defend.

In testimony whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

NORMAN W. KITTSON. [L. S.]

Sealed and delivered in presence of—
FREDERICK B. SIBLEY.
CHAS. H. OAKES.

TERRITORY OF MINNESOTA,
County of Dakota:

Be it known that on the twelfth day of July, A. D. 1851,
431 before the undersigned, personally came Norman W. Kittson, the grantor to the foregoing and within deed from him as such grantor to Chas. W. Borup, to me personally known to be the identical person described in and who executed the said deed, and he acknowledged that he executed the said deed freely and voluntarily for the uses and purposes therein expressed.

B. H. RANDALL,
Notary Public, Dakotah County, Minnesota Territory.

OFFICE OF REGISTER OF DEEDS, } ss:
Ramsey County, Minnesota, }

I, Alex. Johnston, Register of Deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and the same is a correct transcript therefrom, and of the whole of said original record, as the same appears in Book "B" of deeds, page 512.

In witness whereof I have hereunto subscribed my name and affixed my official seal at the city of St. Paul, in said county, this 29th day of November, A. D. 1876.

[SEAL.] ALEX. JOHNSTON,
Register of Deeds.

(Indorsed:) Norman W. Kittson to Chas. W. Borup, July 12, 1851.

432 This indenture, made the thirtieth day of March, in the year one thousand eight hundred and fifty-two, between Chas. W. Borup and Elizabeth Borup, his wife, of St. Paul, in the county of Ramsey, in the Territory of Minnesota, of the first part, and Chas. H. Oakes, of the same place, of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of three thousand five hundred dollars to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have sold, remised, released, and quitclaimed unto the said party of the second part and to his heirs and assigns forever all the following described pieces or parcels of land, situate, lying, and being in the county of Ramsey, in the Territory of Minnesota, and known and designated as follows, viz.: The north half of the southwest quarter of section number thirty-two (32), in township number twenty-nine (29) north of range number twenty-two west, reserving and excepting seventeen and one-half acres heretofore sold to S. Bilinski by deed bearing date the 30th day of July, A. D. 1849, recorded in Book "A" of deeds on pages 238 and 239, and lots numbered three (3) and four (4), in said section thirty-two (32), township twenty-nine (29) north of range
433 twenty-two (22) west, reserving from said lot number four (4), five acres sold to Whitney by deed bearing date the 7th day of July, A. D. 1849, and recorded in Book "A" of deeds in Ramsey county on pages 106, 107, containing in all $123\frac{75}{100}$ acres, be the same more or less, and being the same premises conveyed to us by Norman W. Kittson by deed dated the 12th day of July, A. D. 1851. Also that other piece or parcel of land described as follows, viz.: Commencing at a quarter-section corner between sections thirty-one (31) and thirty-two (32), in township No. twenty-nine (29) north of range No. twenty-two (22) west of the fourth principal meridian, running thence west on the quarter-section line seventeen (17) chains and forty (40) links to a stake; thence south thirty-four (34) degrees east thirty-one (31) chains and thirty-six (36) links until it intersects

Book of Deeds "C," pages 424–425.

the section line between sections thirty-one (31) and thirty-two (32) aforesaid; thence north on said section line to the place of beginning, containing twenty-two and seventy-three hundredths (22_{100}^{73}) acres, more or less, and being situated and lying in the southeast quarter section thirty-one (31), in township twenty-nine (29) north of range twenty-two (22) west; together with all and singular the tenements and hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all
434 the estate, right, title, and interest, as well as all dower and right of dower of the said Elizabeth Borup, party of the first part, of, in, or to the above-described premises, and every part and particle thereof, with the appurtenances. And the said parties of the first part, for themselves, their heirs, executors, and administrators, do covenant, promise, and agree to and with said party of the second part, his heirs, executors, administrators, and assigns that they have not made, done, committed, executed or suffered any acts or things whatsoever whereby or by means whereof the above-mentioned or described premises, or any part thereof, now or at any time hereafter, shall or may be charged or in any way or manner incumbered, or in any way whatsoever, either in law or equity.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

CHAS. W. BORUP. [SEAL.]
ELIZABETH BORUP. [SEAL.]

Sealed and delivered in presence of—
T. BORUP.
C. H. BEAULIEU.

435 TERRITORY OF MINNESOTA, } ss:
County of Ramsey, }

Be it remembered that on this thirtieth day of March, A. D. 1852, personally came Chas. W. Borup and Elizabeth Borup, his wife, known to me to be the grantors in and to the foregoing deed from them as such grantors to Chas. H. Oakes, and acknowledged to me that they executed the said deed freely and voluntarily for the uses and purposes therein expressed; and the said Elizabeth Borup, wife of the said Chas. W. Borup, being by me examined separate and apart from her said husband, privately acknowledged to me that she executed the same without any fear or compulsion from her said husband.

C. W. BABCOCK,
Notary Public.

436 OFFICE OF REGISTER OF DEEDS, } ss:
Ramsey County, Minnesota, }

I, Alex. Johnston, Register of Deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with

an original record now remaining in this office, and that the same is a correct transcript therefrom, and of the whole of said original record as the same appears in Book "C" of deeds, pages 424 and 425.

In witness whereof I have hereunto subscribed my name and affixed my official seal at the city of St. Paul, in said county, this 29th day of November, A. D. 1876.

ALEX. JOHNSTON,
[SEAL.] *Register of Deeds.*

(Indorsed:) Charles W. Borup and wife to Charles H. Oakes, March 30, 1852; 5.

437 This indenture, made this ninth day of March, in the year of our Lord one thousand eight hundred and fifty-two, between Norman W. Kittson, of the county of Pembina and territory of Minnesota, of the first part, and Chas. W. Borup, of the second part, witnesseth: That he said party of the first part for and in consideration of the sum of three thousand five hundred dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold, conveyed, and confirmed, and by these presents does give, grant, bargain, sell, convey, and confirm unto the said party of the second part, his heirs and assigns forever, all the following described piece or parcel of land situate, lying, and being in the county of Ramsey and territory of Minnesota, and known and designated as follows, viz: The north half (½) of the southwest quarter of section thirty-two (32), town twenty-nine (29) north of range twenty-two (22) west, reserving seventeen and one-half (17½) acres sold to Stanislaus Bilinski, by deed bearing date the thirtieth day of July, A. D. 1849, recorded in book "A" of deeds transferred from the St. Croix records on pages 238 and 239, and also conveying unto the said Chas. W. Borup lots Nos. three (3) and four (4) in section thirty-two (32), town twenty-nine (29) north
438 of range twenty-two (22) west of the fourth principal meridian, reserving from said lot No. four (4) five acres sold to Whitney by deed bearing date the 7th day of July, A. D. 1849, and recorded in book "A" of deeds on pages 106 and 107 of Ramsey county records, containing in all one hundred and twenty-three and $\frac{75}{100}$ (123-75) acres, be the same more or less; to have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, in and to the above described premises, to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns forever; and the said Norman W. Kittson, party of the first part, for his heirs, executors, and administrators, does covenant and agree to and with the said party of the second part, his heirs and assigns, that he is well seized

Book "H," Deeds, Pages 408, 409.

in fee of the aforesaid premises, and has good right to sell and convey the same in manner and form as above written, and that the same are free from all incumbrances whatever, and that the aforesaid premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person lawfully claiming or to claim the whole or any part
439 thereof, he will forever warrant and defend.

In testimony whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

NORMAN W. KITTSON. [SEAL.]

Sealed and delivered in presence of—

L. A. BABCOCK,
C. W. BABCOCK.

TERRITORY OF MINNESOTA, } ss:
County of Ramsey, }

Be it known that on the ninth day of March, A. D. 1852, before the undersigned personally came Norman W. Kittson, the grantor to the foregoing and within deed from him as such grantor to Chas. W. Borup, to me personally known to be the identical person described in and who executed said deed, and he acknowledged that he executed the said deed freely and voluntarily for the uses and purposes therein expressed.

C. W. BABCOCK,
Notary Public.

Filed June 14th, 1854, at 9½ A. M.

440 OFFICE OF REGISTER OF DEEDS, } ss:
Ramsey County, Minnesota, }

I, Alex. Johnston, register of deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom, and of the whole of the said original record as the same appears in book "H" of deeds, pages 408, 409.

In witness whereof, I have hereunto subscribed my name and affixed my official seal at the city of St. Paul, in said county, this 29th day of November, A. D. 1876.

[SEAL.] ALEX. JOHNSTON,
Register of Deeds.

(Endorsed:) Norman W. Kittson to Chas. W. Borup, March 9, 1852.

441 This indenture, made this thirtieth day of March, in the year one thousand eight hundred and fifty-two, by and between Charles H. Oakes and Julia B. Oakes, his wife, of Saint Paul, in the county of Ramsey and Territory of Minnesota, of the first part, and

Chas. W. Borup, of the same place, of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of three thousand and five hundred dollars to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have sold, remised, released, and quit-claimed, and by these presents do sell, remise, release, and quit-claim unto the said party of the second part and to his heirs and assigns in trust for the use and benefit of Pierre Chouteau, Jr., and John B. Sarpy, John F. A. Sanford, Joseph A. Sier, Henry H. Sibley, and to him, the said Charles W. Borup, all of the right, title, interest, estate, claim, and demand, both in law and in equity, of the parties of the first part of, in and to the following described pieces or parcels of land, to wit: The north half ($\frac{1}{2}$) of the southwest quarter of section No. thirty-two (32), in township No. twenty-nine (29), north of range No. twenty-two (22) west, reserving and excepting seventeen and one-half ($17\frac{1}{2}$) acres heretofore sold to Stainslaus Bilinski by deed bearing
442 date the 30th day of July, A. D. 1849, recorded in Book A of deeds on pages 238 and 239, and also fractional lots numbered three and four (3 and 4), in said section thirty-two (32), town twenty-nine (29), north of range twenty-two (22), reserving from said lot number four (4) five acres sold to Whitney by deed bearing date the 7th day of July, A. D. 1849, and recorded in Book A of Deeds in Ramsey county records on pages 106 and 107, containing in all $123\frac{75}{100}$ acres, be the same more or lesss, being the same premises conveyed by Norman W. Kittson to Chas. W. Borup by deed bearing date the 12th day of July, A. D. 1851. Also that other piece or parcel of land described as follows, viz: Commencing at a quarter section corner between sections thirty-one (31) and thirty-two (32), in town No. twenty-nine (29), north of range twenty-two (22), west of the fourth principal meridian; running thence west on the quarter section line seventeen chains and forty links to a stake; thence south thirty-four (34) degrees east thirty-one (31) chains and thirty-six (36) links until it intersects the section line between sections thirty-one (31) and thirty-two (32) aforesaid; thence north on said section line to the place of beginning, containing twenty-two and seventy-three hundredths ($22\frac{73}{100}$) acres, more or less, situate, lying, and being in the northeast quarter of section thirty-one (31), in town twenty-nine
443 (29), north of range twenty-two (22) west aforesaid, in the county of Ramsey, Territory of Minnesota.

The above described pieces or parcels of land are intended to be and are the same premises heretofore conveyed by Chas. W. Borup and wife by their quit-claim deed to Chas. H. Oakes, the party of the first part, and the same and every part thereof is hereby conveyed to the said party of the second part in trust as aforesaid. To have and to hold all and singular the said hereinbefore granted and described premises, with all and singular the appurtenances thereunto belonging, unto the said party of the second part in trust for the use and benefit of the said Pierre Chouteau, Jr., John B. Sarpy, John F. A.

Sanford, Joseph A. Sier, Henry H. Sibley, and him, the said Chas. W. Borup, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, and interest, as well as all dower and right of dower of the said Julia B., the wife of the said Chas. H. Oakes of the first part, of, in or to the above described premises, and every part and parcel thereof to the said party of the second part, his heirs and assigns, forever. In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

444 CHAS. H. OAKES. [SEAL.]
JULIA B. OAKES. [SEAL.]

Signed, sealed, ad delivered in presence of—
J. BORUP.
C. H. BEAULIEN.

TERRITORY OF MINNESOTA, } ss:
County of Ramsey, }

Be it remembered that on this 30th day of March, A. D. 1852, personally appeared before me the undersigned, Chas. H. Oakes and Julia B., his wife, both personally known to me to be the grantors in the foregoing deed and acknowledged to me that they executed the said deed freely and voluntarily for the uses and purposes therein expressed; and the said Julia B., being privately examined by me, separate and apart from her said husband, acknowledged that she executed the same without any fear or compulsion from him.

C. W. BABCOCK,
Notary Public.

445 OFFICE OF REGISTER OF DEEDS, } ss:
Ramsey County, Minnesota, }

I, Alex. Johnston, register of deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom and of the whole of said original record, as the same appears in Book C of deeds, pages 425-426.

In witness whereof, I have hereunto subscribed my name and affixed my official seal at the city of St. Paul, in said county, this 28th day of November, A. D. 1876.

[SEAL.]

ALEX. JOHNSTON,
Register of Deeds.

(Endorsed:) Charles H. Oakes and wife to Chas. W. Borup, March 30th, 1852.

446 This indenture, made this eighteenth day of April, in the year of our Lord one thousand eight hundred and fifty-four (1854), between Pierre Chouteau, Jr., and Emily, his wife, John B.

Sarpy, and Joseph A. Sire, and Rebecca, his wife, all of the city of St. Louis, State of Missouri; John F. A. Sanford and Isabella, his wife, of the city and State of New York; Henry H. Sibley and Sarah Jane, his wife, of Minnesota, county of Dacotah; and Chas. W. Borup and Elizabeth, his wife, of the city of St. Paul, county of Ramsey, Territory of Minnesota, parties of the first part, and Chas. H. Oakes, party of the second part, witnesseth: That the said parties of the first part, in consideration of the sum of one dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents bargain, sell, and quitclaim unto the said party of the second part, his heirs and assigns forever, all their right, title, interest, claim, and demand in and to the following described piece or parcel of land situate and being in the county of Ramsey and Territory of Minnesota, known as the Kittson edition to the city of St. Paul, as described in the plat of said addition and on record in the recorder's office at St. Paul, and also known as the north half of the southwest quarter of section No. thirty-two (32), in township No. twenty-nine (29), north of range No. twenty-two (22) west, reserving and excepting seventeen and one-half ($17\frac{1}{2}$) acres heretofore sold to S. Bilinski, and lots Nos. three (3) and four (4), in said section No. thirty-two (32),
447 township twenty-nine (29), north of range twenty-two (22) west, reserving from said lot No. four (4) five acres sold to Whitney, containing in all one hundred and twenty-three $\frac{75}{100}$ ($123\ \frac{75}{100}$) acres, be the same more or less, and being the same premises conveyed by Norman W. Kittson by deed to Chas. W. Borup, bearing date 12th July, A. D. 1851; also that other piece or parcel of land described as follows, viz.: Commencing at a quarter section corner between sections (31) and 32, in town No. 29, north of range No. 22, west of the fourth principal meridian; running thence west on the quarter section line 17 chains and 40 links to a stake; thence south 34 degrees east 31 chains and 36 links until it intersects the section line between sections 31 and 32 aforesaid; thence north on said section line to the place of beginning, containing $22\ \frac{73}{100}$ acres, more or less, and being situate and lying in the southeast quarter of section thirty-one (31), in town 29, north of range 22 west; to have and to hold the above quitclaimed premises, with all the privileges and appurtenances thereunto belonging, to the said Charles H. Oakes, his heirs and assigns forever; so that neither the said persons of the first part hereto, nor any person claiming by, from, or under them, shall have any right, title, interest, claim, or demand in or to the aforesaid premises.

In witness whereof we have hereunto set our hands and
448 seals the 18th day of April, A. D. 1854.

ISABELLA SANFORD. [SEAL.]
HENRY H. SIBLEY. [SEAL.]
SARAH JANE SIBLEY. [SEAL.]
Per CHAS. W. BORUP, their att'y in fact. [SEAL.]
CHAS. W. BORUP. [SEAL.]

ELIZABETH BORUP. [SEAL.]
P. CHOUTEAU, JR. [SEAL.]
EMILIE CHOUTEAU. [SEAL.]
JOHN B. SARPY. [SEAL.]
JOS. A. SIRE. [SEAL.]
REBECCA SIRE. [SEAL.]
JOHN F. A. SANFORD. [SEAL.]

In the presence of—
THEODORE BORUP,
D. O. OAKES.

TERRITORY OF MINNESOTA, } ss:
County of Ramsey, }

Be it known that on the twenty-fifth day of April, A. D. 1854, personally came and appeared before me P. Chouteau, Jr., and Emilie, his wife, John B. Sarpy, Joseph A. Sire and Rebecca, his wife, John F. A. Sanford and Isabella, his wife, and Henry H. Sibley and Sarah Jane, his wife, by their attorney, Chas. W. Borup, and Chas W. Borup and Elizabeth, his wife, the signers and sealers of the foregoing deed, and acknowledged the same to be their free act and deed; and the said Elizabeth Borup, on an examination separate and apart from her husband, acknowledged that she executed the same without any fear or compulsion from any one.

THEODORE BORUP,
Notary Public, R. C. M. T.

Filed Aug. 4, A. D. 1854—5¾ P. M.

449 OFFICE OF REGISTER OF DEEDS, } ss:
Ramsey County, Minnesota, }

I, Alex. Johnston, register of deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom and of the whole of the said original record, as the same appears in Book "G" of deeds, pages 711 and 712.

In witness whereof I have hereunto subscribed my name and affixed my official seal at the city of St. Paul, in said county, this 28th day of November, A. D. 1876.

[SEAL.] ALEX. JOHNSTON,
Register of Deeds.

(Indorsed:) Pierre Chouteau, Jr., et al. to Charles H. Oakes, April 18, 1854.

450 This indenture, made this first day of December, in the year of our Lord one thousand eight hundred and fifty-four, between Chas. H. Oakes and Julia his wife, of the city of St. Paul,

county of Ramsey, and Territory of Minnesota, parties of the first part, and Chas. W. Borup, party of the second part, witnesseth: That the said parties of the first part for and in consideration of the sum of one dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents bargain, sell and quitclaim unto the said party of the second part, his heirs and assigns forever, all their right, title, interest, claim & demand in and to the following described pieces or parcels of land situate, lying and being in the county of Ramsey, and Territory of Minnesota, known as the Kittson addition to the city of St. Paul, as described in the plat of said addition and on record in the recorder's office at St. Paul, and also known as the north half of the southwest quarter of section thirty-two (32), in township No. twenty-nine (29), north of range twenty-two (22) west, reserving and excepting seventeen and one-half ($17\frac{1}{2}$) acres heretofore sold to Stanislaus Bilinski, and lots No. three (3) and four (4) in said section No. thirty-two (32), township twenty-nine (29) north of range No. twenty-two west, reserving from said lot No. four (4) five acres sold to Whitney, containing in all one hundred and twenty & $\frac{75}{100}$ ($123\ \frac{75}{100}$) acres
451 more or less, and being the same premises conveyed by Norman W. Kittson by deed to Chas. W. Borup, bearing date 12th July, A. D. 1850. Also that other piece or parcel of land described as follows, viz: Commencing at a quarter section corner between sections thirty-one (31) and thirty-two (32), township No. twenty-nine (29,) north of range twenty-two west of the 4th principal meridian; running thence west on the quarter section line seventeen (17) chains and forty (40) links to a stake; thence south thirty-four degrees east (S. 34° E.) thirty-one chains (31) and thirty-six (36) links until it intersects the section line between the sections thirty-one (31) and thirty-two (32) aforesaid; thence north on said section line to the place of beginning; containing twenty-two and $\frac{79}{100}$ ($22\ \frac{79}{100}$) acres, more or less, and situate, lying and being in the southeast quarter of section thirty-one (31) in town twenty-nine (29) north of range twenty-two (22) west; also all of block No. two (2) in Whitney and Smith's addition to the town of St. Paul according to the recorded map or plat of said addition on file in the office of the register of deeds in and for the said county of Ramsey, in the Territory of Minnesota; also that other piece or parcel of land situate, lying, and being in the same county and Territory aforesaid known and designated as follows, viz: In the west half of the southwest
452 quarter of section No. one (1) in township No. twenty-eight (28) range twenty-three (23) west of 4th principal meridian, and bounded as follows, viz: Commencing at a stake on the east boundary line of said west half of southwest quarter of section number one (1) three (3) chains and sixteen (16) links north from the southeast corner of said eighty acre tract, thence running north along said east boundary line three (3) chains and sixteen (16) links, thence west three (3) chains and sixteen (16) links, thence south three (3) chains and sixteen (16) links, thence east three (3) chains

and sixteen (16) links to the place of beginning, containing one acre. To have and to hold the above quitclaimed premises with all the privileges and appurtenances thereunto belonging to the said Charles W. Borup, his heirs and assigns forever, so that neither of the said parties of the first part hereto, nor any person claiming by, from or under them shall have any right, title, interest, claim or demand in or to the aforesaid premises.

In witness whereof we have hereunto set our hands and seals the first day of December, A. D. 1854.

CHARLES H. OAKES. [SEAL.]
JULIA OAKES. [SEAL.]

Signed, sealed and delivered in presence of—
THEODORE BORUP.
D. O. OAKES.

453 TERRITORY OF MINNESOTA, } ss.
County of Ramsey, }

Be it known that on the first day of December, A. D. 1854, personally came before me Charles H. Oakes and Julia, his wife, the signers and sealers of the foregoing deed, and acknowledged the same to be their free act and deed.

And the said Julia Oakes, on an examination separate and apart from her husband, acknowledged that she executed the same without any fear or compulsion from any one.

THEODORE BORUP,
Notary Public.

Filed September 5th, 1855, at 10 o'cl. a. m.

454 OFFICE OF REGISTER OF DEEDS, } ss.
Ramsey Co., Minnesota, }

I, Alex. Johnston, register of deeds, of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom, and of the whole of said original record, as the same appears in book "L" of deeds, pages 439, 440.

In witness whereof I have hereunto subscribed my name and affixed my official seal, at the city of St. Paul, in said county, this 29th day of November, A. D. 1876.

[SEAL.] ALEX. JOHNSTON,
Register of Deeds.

(Endorsed:) Chas. H. Oakes to Chas. W. Borup; Dec. 1, 1854.

455 Know all men by these presents: That Charles W. Borup and Elizabeth Borup, his wife, of the city of Saint Paul, in the county of Ramsey and Territory of Minnesota, in consideration of the sum of twenty thousand dollars ($20,000) to them in hand paid by Pierre Chouteau, junr., *and Company, of the city of*

wife, or their heirs or assigns, or any person or persons, claiming by, from, or under them, shall have any right, title, interest, claim or demand in or to the aforesaid premises.

In witness whereof we have hereunto set our hands and seals this fifth day of September, in the year of our Lord one thousand eight hundred and fifty-five (1855).

CHAS. W. BORUP. [L. S.]
ELIZABETH BORUP. [L. S.]

Sealed, signed, and delivered in presence of—
J. R. KINGSTON.
J. W. HAMILTON,
THEODORE BORUP.

TERRITORY OF MINNESOTA, } ss:
County of Ramsey, }

Be it remembered that on this sixth day of September, A. D. 1855, personally appeared before me the undersigned, Charles W. Borup and Elizabeth Borup, his wife, well known to me to be the signers and sealers of the within written instrument, and acknowl-
461 edged the same to be their free act and deed for the uses and purposes therein expressed; and the same Elizabeth, in a separate examination, separate and apart from her said husband, acknowledged to me that she executed said deed freely and of her own accord, without any fear or compulsion from any one.

THEODORE BORUP,
Notary Public, Minn. Ter.

Filed September 6th, 1855, at 12 o'cl. M.

462 Know all men by these presents: That we, Pierre Chouteau, jun., and Company, of the city of Saint Louis, in the State of Missouri, have this day made, constituted and appointed, and by these presents do make, constitute, and appoint John S. Prince our true and lawful attorney for us and in our name to collect, receive and receipt for any money, bills, bonds, rights in action, goods, chattels, wares, merchandise, or other property in the Territory of Minnesota, to prosecute and defend any action, suit, or proceeding in law or equity, in said Territory, to compromise, arrange or adjust any debt, contract, right, liability, dispute, or difficulty in said Territory, to sell, deliver, transfer or assign any goods, wares, merchandise, bills, bonds, notes, or rights in action, belonging to or owned by us in said Territory, and buy or exchange for any goods, chattels, wares, merchandise, bills, bonds, notes, or rights in action in the payment or adjustment of any debts, contract, or liability due or to become due to us in said Territory, hereby ratifying and confirming all such acts, doings, contracts, proceedings, and transactions which may at any time hereafter be made, done, or performed by our said attorney
463 touching or concerning the premises. And we do hereby re-

voke and annul all power and authority heretofore given to Charles W. Borup.

In testimony whereof we have hereunto subscribed the name of our said firm this twelfth day of October, eighteen hundred and fifty-four.

PIERRE CHOUTEAU, JR., & COM.

Witness:
EDWARD W. SHANDS.

STATE OF MISSOURI, } ss:
County of St. Louis, }

Be it known that on this twelfth day of October, A. D. 1854, before me, Edward W. Shands, a commissioner for the Territory of Minnesota in Missouri, duly commissioned and authorized as such to take the acknowledgment of deeds, &c., &c., personally came Pierre Chouteau, jr., and Com'y, of St. Louis city, Missouri, the signers and sealers of the within power of attorney, and the said Pierre Chouteau, jr., acknowledged the said within power of attorney to be the free act and deed of the said Pierre Chouteau, jr., and Company.

464 In witness whereof I, Edward W. Shands, commissioner as aforesaid, have hereunto set my hand and affixed my commissioner's seal at office in the city of St. Louis, Missouri, the day and year last aforesaid.

[SEAL.] EDWARD W. SHANDS,
Commissioner for Minnesota in Missouri.

Filed September 6th, 1855, at 1 P. M.

465 OFFICE OF REGISTER OF DEEDS, } ss:
Ramsey Co., Minnesota, }

I, Alex. Johnston, of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom and of the whole of said original record, as the same appears in Book "L" of deeds, pages 458 and 459.

In witness whereof I have hereunto subscribed my name and affixed my official seal at the city of St. Paul, in said county, this 28th day of November, A. D. 1876.

[SEAL.] ALEX. JOHNSTON,
Register of Deeds.

(Indorsed:) Charles W. Borup to Pierre Chouteau, jun., and Company, September 5th, 1855.

466 This indenture, made this thirtieth day of September, in the year one thousand eight hundred and fifty-seven, between
Book "L." Mort. pg. 445. } Pierre Chouteau, Junior, of St. Louis, in the State of Missouri, merchant, of the first part, and Uriel A. Murdock, of the city of New York, and John H. Thompson, of the

city of Brooklyn, merchants, of the second part: Whereas the said party of the first part is the sole surviving partner of the several firms of P. Chouteau, Jr., & Co., formerly of St. Louis, in the State of Missouri, which firms were severally composed of the said party of the first part and of Joseph A. Sire, John B. Sarpy, and John F. A. Sanford, all now deceased, or of some of the said parties; and whereas, owing to losses and misfortunes sustained in his business the said party of the first part is unable to pay his debts and liabilities with punctuality or in full, but is desirous to secure the same to be paid as fully as it is in his power to do so, as hereinafter provided; and whereas the said party of the first part has in his possession and under his control all the remaining estate, property, and effects of the said several firms as such surviving partner:

For satisfaction, see Book "A" of Satisfactions, pp. 6 & 7.

Now, therefore, in consideration of the premises and of the sum of one dollar to the said party of the first part in hand paid by the said party of the second, the receipt 467 whereof is hereby acknowledged, the said party of the first part has granted, bargained, sold, assigned, transferred, and set over, and does hereby grant, bargain, sell, assign, transfer, and set over unto the said parties of the second part and the survivor of them, their and his successors, all the estate, real and personal, property, effects, claims and demands of the said several firms, and of each of them, located and situated in any of the States or Territories of the United States of America other than the State of Missouri, or due, owing, or payable by any government, corporation, firm, or individual existing or residing out of the State of Missouri, with all books of accounts, papers and documents relating and appertaining thereto; to have and to hold to the said parties of the second part and the survivor of them, their and his successors forever, for and upon the several uses and trusts hereinafter expressed and declared—that is to say, in trust to sell and dispose of all the said property, real and personal, or so much thereof as can be properly sold and disposed of for the best price that can be obtained therefor, and to collect and get in all the residue of the said assigned premises, and by and with the proceeds of such sales and collections to pay and discharge 468 in the first place the costs and expenses attending the execution of the trusts hereby created, with their commissions allowed by law; and then in the next place out of the property and assets of each of the said firms to pay, satisfy, and discharge the debts and liabilities of that firm to others than the partners or personal representatives of the partners therein pari passu until the same are fully paid and satisfied; and then in the next place out of the property and assets of each of the said firms to pay, satisfy, and discharge the debts and liabilities of that firm to the personal representatives of the deceased members thereof, retaining a proportionate amount for the debts and liabilities of such firm to the party of the first part pari passu until all the debts and liabilities of the firm to the party of the first part and to the estate of his deceased partners therein

are fully paid and satisfied; and then in the next place to divide and distribute all the balance of the property and assets of each of said firms to and among the personal representatives of the deceased partners, retaining therein a proportionate amount for the interest of the party of the first part therein according to the respective rights and interests of the parties respectively therein; and
469 then in the next place by and with the share of the property and assets of the said firms respectively retained by the parties of the second part as due or belonging to the party of the first part to pay, satisfy, and discharge in full, principal and interest, all indebtedness and liabilities of the party of the first part, individually or as a member of any firm or copartnership now or heretofore existing to George Peabody and Company, of London, in England, whether now due or hereafter to become due; and then in the next place to pay, satisfy, and discharge all debts and liabilities of the said party of the first part, either individually or as a member of any firm now or heretofore existing, exclusive of any debt or liability under or by virtue of or in any manner arising out of a certain contract between the party of the first part and the Allentown Railroad Company, bearing date the first day of April last, until such debts and liabilities are fully paid and satisfied; and then in the last place to pay, satisfy, and discharge any indebtedness or liability under or by virtue of or in any manner arising out of the said last-mentioned contract.

And the said party of the first part does hereby make, constitute, and appoint the said parties of the second part and the sur-
470 vivor of them his true and lawful attorneys irrevocable, for the purposes aforesaid, with all the powers necessary and proper for executing the trusts hereby created which it is lawful for the said party of the first part to confer upon them; and the said party of the first part does hereby covenant and agree with and to the said parties of the second part that he will whenever requested so to do execute such other and further instruments as may be necessary and proper fully to vest in the said parties of the second part the property hereby intended to be conveyed, or to enable them fully to execute the trusts herein and hereby intended to be created. And the said parties of the second part hereby accept the trusts reposed in them, and signify their acceptance thereof by executing these presents.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals the day and year first above written.

PIERRE CHOUTEAU, JR. [SEAL.]
W. H. MURDOCH. [SEAL.]
JOHN H. THOMPSON. [SEAL.]

Sealed and delivered in the presence of—
JOSEPH LAROCQUE.
GEO. N. TITUS.

UNITED STATES OF AMERICA, } ss:
State of New York, }

By this public instrument, be it known to all whom the same doth, may, or in anywise concern, that I, Edwin S. Corey, a public
471 notary in and for the State of New York, by letters patent under the great seal of State, duly commissioned and sworn, dwelling in the city of New York, do hereby certify that on the day of the date hereof before me personally appeared Jeremiah Larocque, subscribing witness to the annexed instrument, to me personally known, who, being by me duly sworn in due form of law, did depose and say that he resides in the city of New York; that he was well acquainted with Pierre Chouteau, Jr., Uriel A. Murdoch, and John H. Thompson, and knew them to be the identical persons described in and who executed the annexed instrument; that said P. Chouteau, Jr., U. A. Murdoch, and J. H. Thompson did sign, seal, and deliver the same as and for their act and deed in his presence, and they acknowledged the execution thereof; that thereupon the said Jeremiah Larocque subscribed his name as a witness thereto.

In testimony whereof, I have subscribed my name and caused my official notarial seal to be hereunto affixed the first day of October, in the year of our Lord one thousand eight hundred and fifty-seven.

[NOTARIAL SEAL.] EDWIN F. COREY, JR.,
Notary Public of the State of New York.

Filed October 10, 1857, at 10 A. M.

472 OFFICE OF THE REGISTER OF DEEDS, } ss:
Ramsey Co., Minnesota, }

I, Alex. Johnston, register of deeds, of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom and of the whole of said original record as the same appears in book "L" of mortgages on page 445.

In witness whereof, I have hereunto subscribed my name and affixed my official seal at the city of St. Paul, in said county, this 5th day of December, A. D. 1876.

[SEAL.] ALEX. JOHNSTON,
Register of Deeds.

(Endorsed:) Pierre Chouteau, Jun., to Thompson and Murdoch; assignment; 11.

473 Indenture made the fifth day of April, in the year of our Lord one thousand eight hundred and fifty-eight, between Uriel A. Murdoch, of the city of New York, and John H. Thomp-
Satisfactions. Book "A," pp. 6, 7. } son, of the city of Brooklyn, assignees of Pierre Chouteau, Jr., parties of the first part, and Pierre Chouteau, Jr., of St. Louis, in the State of Missouri, of the second

part. Whereas said party of the second part heretofore conveyed to said parties of the first part by the deed hereinafter more particularly described, certain real and personal property in trust for certain purposes; and whereas the objects of said conveyance have been accomplished: Now, this indenture witnesseth: That the said parties of the first part, as assignees and trustees as aforesaid, for and in consideration of the sum of one dollar, lawful money of the United States of America, to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised, released, and quitclaimed, and by these presents do remise, release, and quitclaim unto the said party of the second part, and to his heirs and assigns forever, all the estate, real and personal property, effects, claims, and demands which were conveyed to the said parties hereto of the first part by 474 the said party hereto of the second part by deed dated the thirtieth day of September, in the year one thousand eight hundred and fifty-seven, and which was recorded in the office of the register of deeds of Ramsey county, Minnesota territory, in book "L" of mortgages, pages 445, 446, 447, on the tenth day of October, 1857, and was also recorded in the office of the register of deeds of Benton county, Minnesota territory, in book "B" of mortgages, pages 121, 122, 123, on the fifth day of November, 1857, and was also recorded in the office of the register of deeds of Hennepin Co., Minnesota territory, in book "H" of mortgages, pages 40, 41, 42, on the seventeenth day of November, 1857, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part, as assignees, trustees, or otherwise howsoever, of, in, or to the above described premises, and every part and parcel thereof, with the appurtenances; to have and to 475 hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

For Original, see Book "L" of Mortgages, pages 445, 446, 447.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

U. A. MURDOCH. [SEAL.]
JOHN H. THOMPSON. [SEAL.]

Sealed and delivered in the presence of—
JOHN H. MASON.
EDWIN F. COREY, JR.,

UNITED STATES OF AMERICA, } ss:
State of New York, }

By this public instrument, be it known to all whom the same doth or may in anywise concern, that I, Edwin F. Corey, Jr., a notary public in and for the State of New York, by letters patent under the great seal of State, duly commissioned and sworn, dwelling in the city of New York, do hereby certify that on the day of the date hereof, before me personally appeared Uriel A. Murdoch and John H. Thompson, personally known to me to be the same persons described in and who executed the annexed instrument in writing, and acknowledged to me that they had voluntarily and freely ex-
476 ecuted the same for the uses and purposes therein stated; and I further certify that I know the said Uriel A. Murdoch and John H. Thompson to be the assignees of Pierre Chouteau, Jr.

In testimony whereof, I have subscribed my name and caused my official notarial seal to be hereunto affixed the sixth day of April, in the year of our Lord one thousand eight hundred and fifty-eight, in the 82nd year of the Independence of the United States of America.

[NOTARIAL SEAL.] EDWIN F. COREY, JR.,
Notary Public of the State of New York.

Filed April 14, A. D. 1858, at 2½ P. M.

477 OFFICE OF THE REGISTER OF DEEDS, } ss:
Ramsey Co., Minnesota, }

I, Alex. Johnston, register of deeds, of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom and of the whole of said original record as the same appears in book "A" of satisfactions on pages 6 and 7.

In witness whereof, I have hereunto subscribed my name and affixed my official seal at the city of St. Paul, in said county, this 5th day of December, A. D. 1876.

[SEAL.] ALEX. JOHNSTON,
Register of Deeds.

(Endorsed:) Murdoch and Thompson to Pierre Chouteau, Junior; release of assignment; 12.

478 District Court, Second Judicial Dist.

STATE OF MINNESOTA, } ss.
County of Ramsey, }

PIERRE CHOUTEAU, Jr., and PIERRE A. BERTHOLD, and CHAUVIN V. LE BEAU, executors, &c., of the last will and testament of John B. Sarpy, deceased, and JOSEPH B. COWAN, surviving executor, &c., of the last will and testament of Joseph A. Sier, deceased,

against

FREDERICK GEBHARD and SAMUEL L. M. BARLOW, executors, &c., of the last will and testament of John F. A. Sanford, deceased.

Notice is hereby given that an action has been commenced in this court upon a complaint of the above-named plaintiffs against the defendants above named, for partition and sale of the lands and premises (affected by said action) lying and being in the counties of Ramsey, Dakota, Hennepin, Manomin, & Benton, in the State of Minnesota, & described as follows, viz:

Description of property belonging to Pierre Chouteau, Jr., and Co., Sauk Rapids, Benton Co., Minnesota.

	Lot.	Block.	L.	B.	L.	B.	L.	B.	L.	B.	L.	B.	L.	B.
	4	12	3	26	20	47	3	54	10	62	8	63		3
	6	12	6	26	35	47	8	54	15	62	1	64		3
	7	12	7	26	36	47	11	54	16	62	2	64		3
479	8	12	10	26	37	47	1	56	17	62	3	64		3
	9	12	3	27	38	47	2	56	18	62	4	64		3
	10	12	9	28	39	47	4	56	19	62	5	64		4
	2	13	10	28	40	47	2	57	20	62	6	64		4
	4	13	11	28	5	49	4	57	21	62	1	77		5
	5	13	6	29	11	49	12	57	22	62	4	77		5
	9	13	10	29	12	49	2	58	23	62	5	77		5
	2	14	11	29	13	49	3	58	24	62	2	78		6
	5	14	11	45	1	51	11	58	25	62	Borup's			
	6	14	12	45	6	51	7	59	26	62	addition.			
	8	14	11	46	8	51	3	60	33	62	3	1		
	14	14	12	46	10	51	5	60	34	62	5	1		
	16	14	15	46	12	51	1	62	35	62	6	1		
	2	15	16	46	1	53	2	62	36	62	10	1		
	3	16	15	47	2	53	3	62	37	62	3	2		
	4	16	16	47	4	53	4	62	38	62	4	2		
	5	16	17	47	11	53	5	62	39	62	7	2		
	3	23	18	47	12	53	6	62	40	62	10	2		
	9	23	19	47	2	54	9	62	7	63	11	2		

Schedule "A."

½ of lot 3, section 15, town. 36, range 31 ..... 29 acres.
E. ½ of N. W. ¼ & N. W.
¼ of N. W. ¼ & lots 1 & 2 of " 15 " 36 " 31.....228 acres.

257 acres.

Statement of P. Chouteau, Jr., & Co.'s property in Dakota County, Minnesota.

480

Undivided ½ lot 5,	sec.	22	Embracing the town site of Mendota, &c., in township 28, range 23.
Lots 1, 3, 4	"	27	
N. E. ¼ of S. E. ¼	"	27	
Lots 1 & 2 & N. W. ¼ of N. W. ¼	"	34	

Reserving and excepting therefrom all the land described above lying west of the Mendota and Wabashaw road (so called); also the following lots and blocks in said town of Mendota, viz:

All of block one, lots 2, 3, 4, 6, 7, 8, 9, & 10, in block 2;
Lots 4 and 5, and 15 feet in front of lot 3,
Joining and running back along said lot 4, in block three (3); block 4; lots 4 & 5 in block 6; lots 1, 2, 3, 4, 5, 6, 8, & 9, in block 7; lots 1, 3, 4, 5, 6, 7, 9, & 10, in block 8; lots 1 & 2, in block 10; lots 1, 2, 3, 4, 7, 9, & 10, in block 9; lots 1 & 4, in block 11; lot 4, in block 18; lot 1, in block 19; the lot or parcel of land in the northeast corner of said town site secured to E. Pettijohn and Franklin Steele for mill purposes, as per contract with them; all block 44, except as much of lot 1 as is not included in deed to F. Fairbault; lots 6, 8, & 9, in block 80, in addition to Mendota, and the lots or parcels of lands owned by the Catholic Church; said described lots or parcels of lands supposed to contain 368½ acres in the aggregate, more or less.

481 *Continuation of P. Chouteau, Jr., and Co.'s property.*

All of lots 1 & 5, sec. 26, same town. and range	80 acres.
All of the W. ½, S. W. ¼ " 34 " " "	80 acres.
The undivided ¾ of S. E. ¼ of south W. ¼, section 34, same town. and range	31 acres.
And of the S. ½ N. E. ¼, N. W. ¼ of N. E. ¼, sec. 3, T. 27, R. 23	188.48
N. E. ¼ of N. W. ¼ & S. E. ¼ of N. W. ¼, also off of the S. W. ¼ & W. ½ of N. W. ¼, sec. 3, same town., and R. 2	234.62
The S. E. ¼ of N. W. ¼, and lots 1, 2, 3, 4, & 5, sec. 4, same town., range 23	245.32
Lots 4, 5, 6, 7, sec. 8, same town., range 23	160
S. E. ¼ of N. W. ¼, E. ½ of N. E. ¼, N. W. ¼ of N. E. ¼, S. W. ¼ of N. E. ¼, N. E. ¼ of S. E. ¼, and lot 1, sec. 9, same town., R. 23	290.50
W. ½ of N. W. ¼, N. W. ¼ of S. W. ¼, S. E. ¼ of N. E. ¼, S. W. ¼ of N. E. ¼, N. W. ¼ of S. E. ¼, N. E. ¼ of S. W. ¼, N. ½ of N. E. ¼, S. E. ¼ of N. E. ¼, sec. 10, same town., less $\frac{40}{100}$ to Chevelier	430.
S. E. ¼ of N. E. ¼, sec. 11, same town., R. 23	40.
S. W. ¼ of N. W. ¼, N. W. ¼ of N. W. ¼, sec. 12, same town., range 23	80.
E. ½ of N. E. ¼, sec. 17, same town., R. 23	80.

Also the following lots and parcels of land in Hastings, or vicinity, in said Dakota county:

482 *Hastings Proper, addition to H. No.* 13.

Lt.	Bk.	Lt.	Bk.		
2	1	1, 2	109	1, 2, 3, 16, 17, 18, 25, 26, 34, 35...	1
7	5	2	112	3, 4, 19, 20...	2
2	7	2, 3, 8	113	1, 2, 3, 4, 5, 6.....	3
3	8	2	115	6, 7, 8, 9, 10, 16, 17, 13, 19, 20....	4
6, 7	9	1, 3, 7, 8	116	1, 2, 5, 4, 10, 11, 12, 13.....	7
3	10	2, 7	118	6, 7, 8, 9, 10, 11, 12, 13.....	8
2	13	4, 7	120	1, 2, 3, 4, 5, 16, 17, 18, 19, 20.....	11
6	18	3, 4	121	1, 2, 3, 4, 5, 6, 7, 15.....	10
7	22	6, 8	123	1, 2, 5, 6, 11, 12.....	12
1, 4, 6	24	4	124	1, 4, 5.....	13
3, 7, 8	25	all of	125	13, 14.....	14
3, 4	28	4	126	13, 14.....	15
2	27	2, 4, 8	127	1, 2, 6.....	16
3	31	2, 3, 4	128	7, 12, 13.....	16
1	32	4, 6	130	1, 2, 3, 4, 5, 16, 17, 18, 19, 20.....	19
5	34	all of	131	6, 7, 8, 9, 10, 11, 12, 13, 14, 15....	24
8	35	5, 6	132	1, 2, 3, 4, 5, 16, 17, 18, 19, 20.....	25
2, 6, 8	36	4, 6	136	4, 5, 6, 19, 20.....	26
3, 4, 5, 6	37	4, 7	135	6, 7, 12, 13, 17, 18.....	27
2, 4	38	4	133	3, 4.....	28
1, 2, 7	42	4, 7	134	8, 9, 13, 14.....	29
2, 5, 8	43			1, 2, 3, 4, 5, 15, 16.....	30
4	44			1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20....	33
1	45			1, 2, 3, 4, 5, 16, 17, 18, 19, 20.....	34
1	46			6, 7, 8, 9, 10, 11, 12, 13	35
7	47			6, 7, 8, 9, 10, 11, 12, 13, 14, 15.....	36
4, 8	48			8, 9.....	41
6	49			13, 14.....	42
2, 4, 5, 7	56			6, 7, 8, 9.....	43
3	61			3, 4, 15, 16.....	44
483 2	62			1, 2, 3, 4, 5, 16, 17, 18, 19, 20....	45
5	63			6, 7, 8, 9, 10, 11, 12, 13, 14, 15....	47
2, 3, 5	66				
2	67				
7, 8	68			Also undivided ¼ of S. W. ¼ of N. W. ¼, sec. 30, T. 115, R. 17.	
1, 3, 5	69				
7	75				
1, 6	76				
3	79				
1, 4	80				
1, 6	78				
5, 6	77				
6, 7	81				

Lt.	Bk.
4	82
2	84
6, 7	85
3, 4	87
4	89
1, 2, 3	90
3, 4	91
1	92
1	93
2, 3	94
5, 6	95
1, 2, 4	96
1	97
2	102
484 3	104
2	105
2, 5	107
4, 6	108
1, 2, 6	110

Schedule "C."

Undivided ¼ of lot 5, B. 13. ¼ of lots 2, 3, 4, 5, 6, 7, 8, B. 21, in dispute with Tripp.

Being ¼ of W. ½ N. E. ¼ & N. W. ¼, sec. 28, T. 115, R. 17.

Schedule "D."

Description of real estate belonging to P. Chouteau, Jr., & Co., in St. Paul.

Kittson's Addition.

Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.								
1	1	1	17	1	39	6	56	3	77							8	5
										Sec.	Tn'p.	R'nge.	A.				
1	2	2	"	1	41	3	57	4	"	Lt No. 2	14	28	23	$18\frac{41}{100}$		9	"
6	3	4	"	6	"	7	"	4	81	" 3	14	28	23	25		1	6
7	"	3	18	7	44	1	58	5	"	" 4	14	28	23	$10\frac{12}{100}$		2	"
4	4	8	"	8	"	2	"	1	87	" 5	14	28	23	$25\frac{61}{100}$		4	"
5	"	3	19	3	45	3	"	2	88	" 1	23	28	23	$15\frac{38}{100}$		5	"
7	"	4	"	4	"	4	"	2	89	" 4	22	28	23	$16\frac{16}{100}$		6	"
8	"	3	21	6	"	5	"	3	"	Pig's Eye Farm.						7	"
4	5	5	"	1	46	7	"	1	90	N. ½ NE. ¼	10	28	22	80		8	"
5	"	6	"	2	"	8	"	2	"							2	7
6	"	8	"	3	"	4	59	3	90	Manomin County.						1	8
7	"	4	22	5	"	1	60	1	91	SE. ¼	23	30	24	160		2	"
3	7	5	23	8	"	2	"	2	"	One square acre adjoining St.						3	"
4	"	6	"	1	48	8	"	3	"	Paul, in the W. ½ of the SW. ¼						4	"
5	"	5	24	2	"	1	62	all	78	of Sec.	1	28	23			5	"
1	11	6	"	5	"	3	63	do.	79	Saint Anthony Property.						6	"
7	"	8	"	7	"	4	"	do.	80	3	2	1	5	9	7	7	"
485																	
8	"	2,3,4	26	1	49	7	"	St. Paul		4	"	2	"	11	"	8	"
1	12	1	31	3	"	11	"	Proper.		5	"	3	"	12	"	9	"
2	"	2	32	4	"	12	"	5	30	6	"	4	"	7	10	10	"

Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.										
3	"	3	"	8	"	14	"	3	31	Saint Anthony Property.									
4	"	4	"	1	50	7	66	1	32	7	"	5	"	9	"			1	9
2	13	1	33	2	"	8	"	2	39	1	3	6	"	4	11			2	"
3	"	2	"	6	"	4	67	1	38	2	"	7	"	1	12			3	"
4	"	3	"	8	"	1	68	Whitney&		3	"	10	"	2	"			4	"
5	"	4	"	1	51	5	"	Smith's		4	"	11	"	12	"			5	"
6	"	6	"	3	"	6	"	Addition.		5	"	12	"	1	13			6	"
1	14	7	"	5	"	7	"	1	2	6	"	2	6	2	"			7	"
2	"	3	34	7	"	1	69	2	"	1	4	3	"	7	14			8	"
3	"	7	"	8	"	2	"	9	"	2	"	4	"	8	"			9	"
4	"	8	"	2	52	3	"	10	"	3	"	5	"Borup's Add.					10	"
6	"	6	35	3	"	4	"	2/3-6	"	4	"	6	"	All	1			1	10
7	"	8	"	5	"	7	"	2/3-7	"	5	"	7	"	"	2			2	"
1	15	2	36	7	"	1	71	2/3-8	"	6	"	1	7	"	33			3	"
2	"	3	"	8	"	3	"	Bazille		7	"	2	"	1	4			4	"
3	"	6	"	5	53	1	72	Guerin Add		8	"	3	"	2	"			5	"
4	"	7	"	2	54	2	"	11	1	9	"	4	"	2	5			6	"
5	"	7	37	4	"	1	73			10	"	5	"	3	"			10	"
6	"	8	"	6	"	3	"			11	"	6	"	4	"			1	11
7	"	1	38	7	"	4	"			12	"	7	"	6	"			2	"
4	16	2	"	8	"	2	74			14	"	8	"	7	"			3	"
		3	"	4	56	3	"											4	"
			"	5	"	1	76											5	"
																		6	"
																		7	"
																		8	"

VAN ELTEN & OFFICER,
Plff's' Attorneys.

Dated St. Paul, February 27, 1861.

Filed for record March 2d, 1861, at 12½ P. M.

486 Schedules filed for record, 2d day of March, 1861, at 12½ o'c. P. M.

OFFICE OF REGISTER OF DEEDS, } *ss.*
Ramsey Co., Minnesota, }

I, Alex. Johnston, register of deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom, and of the whole of said original record, as the same appears in Book "K" of Mortgages, pages 435 to 439, inclusive.

In witness whereof I have hereunto subscribed my name and affixed my official seal, at the city of St. Paul, in said county, this 12th day of December, A. D. 1876.

[SEAL.]

ALEX. JOHNSTON,
Register of Deeds.

487 (Endorsed:) Chouteau et al. vs. Gebhard et al. Lis pendens. 13.

Know all men by these presents: That we, Pierre Chouteau,
488 Jr., and Emilie, his wife, John F. A. Sanford and Isabella, his wife, John B. Sarpy and Joseph A. Sier, have this day made, constituted and appointed, and by these presents do make, constitute and appoint Chas. W. Borup our true and lawful attorney for us and in our name to sell and dispose of absolutely, in fee-simple, all or any of our lots, lands, tenements, hereditaments and other real estate which we, or either of us, own, have or hold in Kittson's addition to the city of St. Paul, in the county of Ramsey, and Territory of Minnesota, located on the northeast corner of the southeast quarter of section thirty-one, the southwest quarter of section thirty-two, in township twenty-nine north, and part of lot No. one of section five in township twenty-eight north, all in range twenty-two west, for such price or prices, or such sums of money, and to such person or persons, as he shall think fit and convenient, and also for us and in our name and as our act and deed, to sign, seal, execute, acknowledge and deliver such deed or deeds and conveyance or conveyances for the absolute sale and disposal thereof, or of any part thereof, with such clause or clauses, covenant or covenants, and agreement or agreements, to be therein contained as our said attorney
489 shall think fit and expedient, hereby ratifying and confirming all such deeds, conveyances, bargains and sales which shall, at any time hereafter, be made by our said attorney touching or concerning the premises.

Given under our hands and seals the first day of May, eighteen hundred and fifty-two.

P. CHOUTEAU, JR. [SEAL.]
EMILIE CHOUTEAU. [SEAL.]
JOHN F. A. SANFORD. [SEAL.]
ISABELLA SANFORD. [SEAL.]
JOHN B. SARPY. [SEAL.]
JOSEPH A. SIER. [SEAL.]

In presence of—
MICHAEL TORAN, } as to
C. D. BUSHNELL, } P. CHOUTEAU, JR., JOHN W. SARPY and wife.

In presence of—
ED. W. SHANDS, } as to
T. W. PFEISTER, } J. B. SARPY, J. A. SIER, EMILIE CHOUTEAU.

STATE OF MISSOURI, } ss:
County of St. Louis, }

Be it remembered that on this 18th day of May, A. D. 1852, before the undersigned, a commissioner appointed by the Governor of the Territory of Minnesota, to take acknowledgment of deeds, &c., for said Territory in Missouri, personally appeared John B. Sarpy,

Joseph A. Sier and Emilie Chouteau, wife of Pierre Chouteau, Jr., who are severally known to me to be the persons described in and who executed the foregoing instrument, who severally ac-
490 knowledged to me that they signed, sealed and delivered the same as their free and voluntary act and deed, for the uses and purposes therein mentioned; and the said Emilie, wife of P. Chouteau, Jun., on a private examination, separate and apart from her said husband, acknowledged to me that she executed the said instrument and relinquished her dower in the real estate therein mentioned freely and voluntarily and without any fear or compulsion, coercion or undue influence of her said husband, or of any other person.

In witness whereof I, Edward W. Shands, commissioner for said Territory in Missouri, have hereunto set my hand and affixed my seal of office at the city of Saint Louis, in the county and State aforesaid, the day and year last aforesaid.

[SEAL.] EDWARD W. SHANDS,
Commissioner for Minnesota Territory at St. Louis City, Missouri.

STATE OF NEW YORK,
City and County of New York, } *ss:*

Be it remembered, that on this eighth day of May, in the year of our Lord one thousand eight hundred and fifty-two, before
491 me, the subscriber, a commissioner in said State appointed by the Governor of the Territory of Minnesota, to administer oaths and affirmations, and to take depositions, affidavits and the acknowledgment and proof of deeds, &c., to be used and recorded in said Territory, and duly commissioned and sworn, and dwelling in the city of New York, personally appeared Pierre Chouteau, Junior, and John F. A. Sanford and Isabella, his wife, who are severally known to me to be the persons described in and who executed the annexed instrument, who severally acknowledged to me that they signed, sealed, and delivered the same by their free and voluntary act and deed, for the uses and purposes therein expressed. And the said Isabella, wife of the said John F. A. Sanford, on a private examination by me, separate and apart from her said husband, acknowledged to me that she executed the said instrument, and relinquished her dower in the lands therein mentioned, freely and voluntarily, and without any fear or compulsion, coercion or undue influence of her said husband, or any other person.

In testimony whereof I, Charles I. Bushnell, commissioner
492 as aforesaid, have hereunto set my hand affixed my official seal as such commissioner the day and year last aforesaid.

[SEAL.] C. I. BUSHNELL,
Commissioner in the State of New York,
Appointed by the Governor of the Territory of Minnesota.

OFFICE OF THE REGISTER OF DEEDS, } ss:
Ramsey County, Minnesota, }

I, Alex. Johnston, register of deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom, and of the whole of said original record, as the same appears in book "D" of Deeds, pages 111, 112 & 113.

In witness whereof I have hereunto subscribed my name and affixed my official seal, at the city of St. Paul, in said county, this 19th day of December, A. D. 1876.

[SEAL.] ALEX. JOHNSTON,
Register of Deeds.
Per WILLIAM TILESTON,
Deputy.

(Indorsed:) Power of attorney; Pierre Chouteau, Jr., to Charles W. Borup; certified copy; 14.

493 Know all men by these presents: That we, Pierre Chouteau, Jr., and Emilie, his wife; John F. A. Sanford and Isabella, his wife; John B. Sarpy and Rebecca W. Sier (devisee of Joseph A. Sire, deceased), have this day made, constituted, and appointed, and by these presents do make, constitute, and appoint John S. Prince our true and lawful attorney for us and in our names to sell and dispose of absolutely in fee simple all or any of our lots, tracts, or parcels of lands, tenements, hereditaments, and other real estate which we or either of us own, have, or hold in any county or counties east of the Mississippi river, in the Territory of Minnesota, and particularly in Kittson's addition to the city of Saint Paul, in the county of Ramsey, in said Territory, located on the northeast corner of the southeast quarter of section No. thirty-one (31), on the southwest quarter of section thirty-two (32), in township twenty-nine north, and part of lot number one (1) of section five (5), in township twenty-eight north, all in range twenty-two west, and for such price and prices or sums of money, and to such person or persons as he shall think proper and convenient; also for us, and in our names, and as our act and deed, to

Deeds, Book "O," pp. 437-438.

494 sign, seal, execute, acknowledge, and deliver such deed or deeds and conveyance or conveyances for the absolute sale and disposal thereof, or of any portion thereof, with such clause or clauses, covenant or covenants, and agreement or agreements, to be therein contained as our said attorney shall think fit and expedient, and also for us and in our names to demand, sue for, recover, and receive all back accounts or other dues or demands due to us or to become due to us on notes, mortgages, or otherwise, and upon receipt thereof or of any part thereof for us and in our names to grant, execute, sign, and deliver all necessary receipts and acquittances or discharges, hereby ratifying and confirming all such deeds,

conveyances, bargains, and sales, receipts, acquittances, and discharges, which shall at any time hereafter be made by our said attorney, touching and concerning the premises; and we do hereby revoke, annul, set aside, and declare void a power of attorney given by us and Joseph A. Sire (deceased) to Charles W. Borup, dated May 1st, 1852, and all other powers and authorities given by us and said Joseph A. Sire (deceased) to said Charles W. Borup.

In witness whereof, we have hereunto set our hands and affixed our seals the tenth day of September, A. D. eighteen hundred and fifty-six.

495

PIERRE CHOUTEAU, JR. [SEAL.]
EMILIE CHOUTEAU. [SEAL.]
J. F. A. SANFORD. [SEAL.]
ISABELLA SANFORD. [SEAL.]
JOHN B. SARPY. [SEAL.]
REBECCA W. SIER. [SEAL.]

Witness:
EDWARD W. SHAND.
F. V. PFEISTER.
J. C. LAWRENCE.

STATE OF MISSOURI, } ss:
County of St. Louis, }

Be it remembered that on this 10th day of September, A. D. 1856, before me, the subscriber, a commissioner in and for the State of Missouri, duly commissioned and authorized by the Governor of the Territory of Minnesota to take the acknowledgement and proof of deeds and other instruments of writing, to be used and recorded in the said Territory of Minnesota and to administer oaths and affirmations, &c., personally appeared before me Pierre Chouteau, Jr., and Emilie, his wife; John B. Sarpy and Rebecca W. Sier, to me known to be the persons who executed the foregoing and within instrument and acknowledged the same to be their voluntary act and deed; and the said Emilie, wife of said Pierre Chouteau, Junior, on an examination apart from her said husband, acknowledged that she executed said instrument freely and voluntarily and without fear or compulsion of any one.

{ Commissioner's Seal for Minnesota in Missouri. }

In witness whereof, I have hereunto set my hand and affixed my official seal at office, in the city of Saint Louis, the day and year last above written. 496

EDWARD W. SHAND,
Commissioner of Deeds for Minnesota in Missouri.

STATE OF NEW YORK, } ss:
New York City, }

Be it remembered that on this twenty-third day of September, A. D. 1856, before me, Joseph C. Lawrence, a commissioner in

and for the State of New York, duly commissioned and authorized by the Governor of the Territory of Minnesota, to take the acknowledgement and proof of deeds and other instruments in writing under seal, to be used or recorded in said Territory of Minnesota, personally came John F. A. Sanford and Isabella, his wife, who are personally known to me to be the persons described in and who executed the foregoing letters of attorney and acknowledged the same to be their voluntary act and deed; and the said Isabella, wife of the said John F. A. Sanford, on an examination separate and apart from her said husband, after having the contents of the said letters of attorney fully made known and explained to her, acknowledged that she had executed the said instrument freely and
497 voluntarily and without any threat, fear, or compulsion from any one. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office, in the city of New York, the day and year above written.

JOSEPH C. LAWRENCE,
Commissioner for the Territory of Minnesota in and for the State of New York.

{ COMMISSIONER'S SEAL. }

OFFICE OF REGISTER OF DEEDS, *Ramsey County, Minnesota,* } *ss:*

I, Alex. Johnston, register of deeds in said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom, and of the whole of said original record, as the same appears in Book O of Deeds on pages 437-438.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, at the city of St. Paul, in said county, this 5th day of December, A. D. 1876.

ALEX. JOHNSTON,
[SEAL.] *Register of Deeds.*

(Endorsed:) Pierre Chouteau, Jr., and others to John S. Prince; power of attorney; 15.

STATE OF MINNESOTA,
County of Ramsey.

498

District Court, Second Judicial District.

PIERRE CHOUTEAU, Jr., and PIERRE A. BERTHOLD and CHAUVIN V. LE BEAU, executors, &c., of the last will and testament of John B. Sarpy, deceased; and JOSEPH H. CONN, surviving executor, &c., of the last will and testament of Joseph A. Sire, deceased,

against

FREDERICK GEBHARD and SAMUEL L. M. BARLOW, executors, &c., of the last will and testament of John F. A. Sanford, deceased.

The complaint of the plaintiff in the above-entitled action respectfully shows to the court and avers—

First. That heretofore, to wit, during the year A. D. 1842, the plaintiffs, Pierre Chouteau, Jr., and John B. Sarpy, Joseph A. Sire, and John F. A. Sanford, (all three of whom are now deceased,) formed a copartnership for the purpose of carrying on and conducting a general mercantile business, under the name, style, and firm of "P. Chouteau, Jr., & Co." That said general *general* mercantile business was to be conducted and carried on at St. Louis, in
499 the State of Missouri, with various outposts or trading-houses on the Missouri and Mississippi rivers.

Second. That the terms and conditions of said copartnership were not reduced to writing, but were as follows, to wit: Said Pierre Chouteau, Jr., was to contribute fifty-eight one-hundredths of the whole capital stock of said partnership firm; said John B. Sarpy and John F. A. Sanford were each to contribute sixteen one-hundredths of said capital stock; and said Joseph A. Sire was to contribute ten one-hundredths of the said capital stock. Making in the aggregate one hundred shares. Said copartners were to share and bear equally, in proportion to their said capital stock, the profits or losses arising from said partnership business, as the same should be determined in a final settlement when said partnership should be determined.

Third. That said copartnership made their contributions to the capital of said copartnership, pursuant to the terms and agree-
500 ment thereof; and thereupon the business contemplated by said copartners was commenced and carried on by them.

Fourth. That said copartnership business was thus carried on until during the year A. D. 1849, when, without any change in the business or style of said firm, the interests and shares of said copartners therein were changed and modified as follows, to wit: Said Pierre Chouteau, Jr.'s, interest therein was changed and reduced to forty-eight one-hundredths of the capital stock ($\frac{48}{100}$), and the interests of said John B. Sarpy, Joseph A. Sire, and John F. A. Sanford were

and for the State of New York, duly commissioned and authorized by the Governor of the Territory of Minnesota, to take the acknowledgement and proof of deeds and other instruments in writing under seal, to be used or recorded in said Territory of Minnesota, personally came John F. A. Sanford and Isabella, his wife, who are personally known to me to be the persons described in and who executed the foregoing letters of attorney and acknowledged the same to be their voluntary act and deed; and the said Isabella, wife of the said John F. A. Sanford, on an examination separate and apart from her said husband, after having the contents of the said letters of attorney fully made known and explained to her, acknowledged that she had executed the said instrument freely and
497 voluntarily and without any threat, fear, or compulsion from any one. In testimony whereof, I have hereunto set my hand and affixed my official seal at my office, in the city of New York, the day and year above written.

JOSEPH C. LAWRENCE,
Commissioner for the Territory of Minnesota in and for the State of New York.

{ COMMISSIONER'S SEAL. }

OFFICE OF REGISTER OF DEEDS, *Ramsey County, Minnesota,* } *ss:*

I, Alex. Johnston, register of deeds in said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom, and of the whole of said original record, as the same appears in Book O of Deeds on pages 437-438.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, at the city of St. Paul, in said county, this 5th day of December, A. D. 1876.

ALEX. JOHNSTON,
[SEAL.] *Register of Deeds.*

(Endorsed:) Pierre Chouteau, Jr., and others to John S. Prince; power of attorney; 15.

STATE OF MINNESOTA,
County of Ramsey.

498

District Court, Second Judicial District.

PIERRE CHOUTEAU, Jr., and PIERRE A. BERTHOLD and CHAUVIN V. LE BEAU, executors, &c., of the last will and testament of John B. Sarpy, deceased; and JOSEPH H. CONN, surviving executor, &c., of the last will and testament of Joseph A. Sire, deceased,

against

FREDERICK GEBHARD and SAMUEL L. M. BARLOW, executors, &c., of the last will and testament of John F. A. Sanford, deceased.

The complaint of the plaintiff in the above-entitled action respectfully shows to the court and avers—

First. That heretofore, to wit, during the year A. D. 1842, the plaintiffs, Pierre Chouteau, Jr., and John B. Sarpy, Joseph A. Sire, and John F. A. Sanford, (all three of whom are now deceased,) formed a copartnership for the purpose of carrying on and conducting a general mercantile business, under the name, style, and firm of "P. Chouteau, Jr., & Co." That said general *general* mercantile business was to be conducted and carried on at St. Louis, in
499 the State of Missouri, with various outposts or trading-houses on the Missouri and Mississippi rivers.

Second. That the terms and conditions of said copartnership were not reduced to writing, but were as follows, to wit: Said Pierre Chouteau, Jr., was to contribute fifty-eight one-hundredths of the whole capital stock of said partnership firm; said John B. Sarpy and John F. A. Sanford were each to contribute sixteen one-hundredths of said capital stock; and said Joseph A. Sire was to contribute ten one-hundredths of the said capital stock. Making in the aggregate one hundred shares. Said copartners were to share and bear equally, in proportion to their said capital stock, the profits or losses arising from said partnership business, as the same should be determined in a final settlement when said partnership should be determined.

Third. That said copartnership made their contributions to the capital of said copartnership, pursuant to the terms and agree-
500 ment thereof; and thereupon the business contemplated by said copartners was commenced and carried on by them.

Fourth. That said copartnership business was thus carried on until during the year A. D. 1849, when, without any change in the business or style of said firm, the interests and shares of said copartners therein were changed and modified as follows, to wit: Said Pierre Chouteau, Jr.'s, interest therein was changed and reduced to forty-eight one-hundredths of the capital stock ($\frac{48}{100}$), and the interests of said John B. Sarpy, Joseph A. Sire, and John F. A. Sanford were

each changed and increased to seventeen and one-third one-hundredths (17⅓-100) of said capital stock; and from thenceforth the said copartners were to share and bear the profits and losses (if any) of said copartnership in the proportion of their respective interests therein.

Fifth. That under and pursuant to the modification and change aforesaid, the business contemplated by said copartnership was conducted and carried on until the 31st day of December, A. D.
501 1852, when said copartnership was dissolved by the mutual consent of said copartners, and notice of said dissolution was duly given.

Sixth. That during the continuance of said copartnership said copartners established and continued at St. Paul, in the State of Minnesota, an outpost or trading-house, and supplied and furnished all necessary merchandize to carry on and conduct their said business at St. Paul aforesaid. That their said business at St. Paul aforesaid was carried on and conducted under the name of the "Minnesota Outfit," and all merchandize or money furnished or expended for or to said "Minnesota Outfit" were charged to said outfit, and all moneys or merchandize or property received therefrom were credited to said outfit. That the establishing of said trading-house at St. Paul aforesaid, and carrying on the same as aforesaid, was a part of the business contemplated by said copartnership, and was done
502 under and pursuant to the terms and conditions of said copartnership agreement.

Seventh. That during discontinuance of said copartnership said copartners acquired a large amount of valuable land lying and being in the counties of Ramsey, Dakota, Benton, Manomin, and Hennepin, in said State of Minnesota, a schedule and particular description of which lands are hereto annexed, marked "A" & "B," "C" & "D," and made part of this complaint. That said lands were acquired by said copartnership in the ordinary business of said copartnership and belonged to said copartners, and were a part of the said partnership assets. That the title to said lands was taken and now is in the said Pierre Chouteau, Jr., in fee, and who holds the same in trust for the use and benefit of said copartners or their heirs or legal repsentatives, the said lands having been conveyed to said Pierre Chouteau, Jr., for convenience and facility in conveying and disposing of them. That said lands are of great value, to wit, of the value of one hundred thousand dollars and over, but the exact value thereof plaintiffs are unable to state.

Eighth. That at the date of the dissolution of said copartnership said firm had outstanding debt or liabilities to the amount or sum of about $438,176.28. That said sum or amount of liabilities have since been reduced by payments and otherwise, and as a full and final settlement and accounting thereof between said Pierre Chouteau, Jr., and the executors of said Sarpy and Sire, had on the first day
503 of May, A. D. 1860, it was ascertained and found that the debts and liabilities of said copartnership or firm the owing

and unpaid, (and for which said copartners or their legal representatives were held and liable,) were of the amount or the sum of $212,000, which sum is still due and owing by said copartners as their legal representatives, and is now wholly unpaid.

Ninth. That the assets of said copartnership belonging to said copartners, at the date of the dissolution thereof, consisted of the real estate aforesaid, and divers accounts due and owing said firm from various persons and firms, and notes, which were of little or no value.

Tenth. That said real estate aforesaid are the only assets belonging to said copartners out of and with which to pay and cancel said indebtedness.

Eleventh. That said plaintiffs have contributed, paid, and discharged their proportion of said indebtedness of $212,000, to wit: Said Pierre Chouteau, Jr., has contributed and paid forty-eight one-hundredths of said sum of $212,000; and said executor of said John B. Sarpy, deceased, have contributed and paid seventeen and one-third one-hundredths of said sum of $212,000; and said executor of Joseph A. Sire, deceased, has contributed and paid seventeen and one-third one-hundredths of said sum of $212,000. That said John F. A. Sanford (now deceased) did not during his lifetime contribute or pay any portion of his share of said indebtedness of said firm,
504 although often thereto requested, and his said executors have refused, and still do refuse, to contribute or pay any part or portion of said sum of $212,000, although demand thereof has been made of them. That said refusal and neglect to pay their proportion of said indebtedness, properly and legally belonging to said Sanford or his legal representatives to pay, is a violation of the terms and conditions of said partnership agreement and of the rights of these plaintiffs, and is contrary to law and equity and good conscience.

Twelfth. That said indebtedness of said firm or copartner-
505 ship remaining unpaid cannot be paid without a sale of the lands and premises hereinbefore and to said schedules particularly described. And the proceeds of said sale be applied to the payment of said copartnership debts, and that no division of said assets of said firm or partnership can be made without great loss to all parties, except by a sale thereof and a division of the proceeds thereof.

Thirteenth. That an authenticated copy of the appointment of said Pierre A. Berthold and Chauvin B. LeBeau as executors of the last will and testament of said John B. Sarpy, deceased, and an authenticated copy of the appointment of Joseph Conn as one of the executors of the last will and testament of Joseph A. Sire, deceased, of the Probate Court of Saint Louis county, in the State of Missouri, have been filed in the Probate Court of Ramsey county, in the State of Minnesota, in which county this action is brought.

506 *Fourteenth.* That said John F. A. Sanford departed this life at New York city, in the State of New York, leaving his last

will and testament, as plaintiffs are informed and believe to be true, and therein nominating and appointing the defendants, Frederick Gebhard and Samuel L. M. Barlow, executors of his said last will and testament. That letters testamentary were issued therein to said defendants out of the Surrogate's Court for said county of New York, and said defendants have duly qualified as such executors as required by law, and are now acting as such executors, with all the powers appertaining thereto. Wherefore, in consideration of the foregoing matter and of the premises, the plaintiffs demand the inquest of this court, that the amount of the outstanding liabilities and debts of said firm of "P. Chouteau, Jr., & Co." unpaid, and the amount of their assets be ascertained under the direction of this court, and that a receiver of the notes, accounts, choses in action, or possession belonging to said copartnership, be appointed by the court, with power to dispose of the same for the benefit of all the parties entitled thereto, and that said real estate aforesaid be sold under the direction of this court by Pierre Chouteau, Jr., or some other person appointed by the court for that purpose, and the proceeds of said sales be brought into court and be applied to the payment of the debts due and owing by said firm or partnership, and the costs of this action and the surplus (if any) be divided between the parties thereto, according
507 to their respective shares, rights, and interests therein as aforesaid, and for such other or further relief, or both, as to the court may seem just and equitable in the premises.

VAN ELTEN & OFFICER,
Pl'ffs Att'ys.

STATE OF MINNESOTA, } *ss:*
County of Ramsey, }

I. Van Elten came personally before me, and, being duly sworn, says he is one of the attorneys for the plaintiff in the above entitled action; that the foregoing complaint is true of his own knowledge, except the matters therein stated upon information or belief, and as to those matters that he believes it to be true. Deponent further says the means of his knowledge and the grounds of his belief upon the subject are that the facts stated in said complaint in regard to the formation of the said copartnership and the interests of the parties therein, and the term of the continuance thereof, and the liabilities of said firm, as stated in said complaint, he derives his knowledge from the written statements of said plaintiff Chouteau to deponent, which statements deponent verily believes to be true; that as to the allegations concerning the real estate, deponent derives his information from the written statements of said Chouteau, which statement deponent verily believes to be true, and from the inspection of
508 the deeds and records thereof by deponent, which show the facts to be as stated in said complaint; that as to the death of said Sarpy & Sire and the appointment of said executors, deponent has in his possession certified copies of the said wills and appointments of said executors, as stated in said complaint, which have been

filed by deponent in the Probate Court for Ramsey county; and as to the death of Sanford and the appointment of def'ts as his executors, &c., deponent derives his information from the written statement of said Chouteau, which states the facts to be as alleged in said complaint, and which statement deponent verily believes to be
509 true; and that the reason why this complaint is not verified by plaintiffs, or one of them, is that they are absent from the county where their said attorneys reside.

I. VAN ELTEN.

Subscribed and sworn to before me this 16th day of February, A. D. 1861.

[SEAL.] THOMAS VAN ELTEN,
Notary Public, Minnesota.

Schedule "A."

Description of property belonging to P. Chouteau, Jr., and Co., Sauk Rapids, Minnesota.

	Lot.	Block.	L.	B.	L.	B.	L.	B.	L.	B.	L.	B.	L.	B.
	4	12	3	26	20	47	3	54	10	62	8	63		3
	6	12	6	26	35	47	8	54	15	62	1	64		3
	7	12	7	26	36	47	11	54	16	62	2	64		3
510	8	12	10	26	37	47	1	56	17	62	3	64		3
	9	12	3	27	38	47	2	56	18	62	4	64		3
	10	12	9	28	39	47	4	56	19	62	5	64		4
	2	13	10	28	40	47	2	57	20	62	6	64		4
	4	13	11	28	5	49	4	57	21	62	1	77		5
	5	13	6	29	11	49	12	57	22	62	4	77		5
	9	13	10	29	12	49	2	58	23	62	5	77		5
	2	14	11	29	13	49	3	58	24	62	2	78		6
	5	14	11	45	1	51	11	58	25	62	Borup's			
	6	14	12	45	6	51	7	59	26	62	addition.			
	8	14	11	46	8	51	3	60	33	62	3	1		
	14	14	12	46	10	51	5	60	34	62	5	1		
	16	14	15	46	12	51	1	62	35	62	6	1		
	2	15	16	46	1	53	2	62	36	62	10	1		
	3	16	15	47	2	53	3	62	37	62	3	2		
	4	16	16	47	4	53	4	62	38	62	4	2		
	5	16	17	47	11	53	5	62	39	62	7	2		
	3	23	18	47	12	53	6	62	40	62	10	2		
	9	23	19	47	2	54	9	62	7	63	11	2		

Schedule "A."

½ of lot 3, section 15, town. 36, range 31 ..... 29 acres.
E. ½ of N. W. ¼ & N. W.
¼ of N. W. ¼ & lots 1 & 2 of " 15 " 36 " 31.....228 acres.

257 acres.

Schedule "B."

Statement of P. Chouteau, Jr., & Co.'s property in Dakota County, Minnesota.

511	Undivided ½ lot 5, ...	sec. 22	Embracing the town site of Mendota, &c., in township 28, range 23.
	Lots 1, 3, 4.....	" 27	
N. E. ¼ of S. E. ¼		" 27	
Lots 1 & 2 & N. W. ¼ of N. W. ¼		" 34	

Reserving and excepting therefrom all the land described above lying west of the Mendota and Wabashaw road (so called); also the following lots and blocks in said town of Mendota, viz:

All of block one, lots 2, 3, 4, 6, 7, 8, 9, & 10, in block 2; Lots 4 and 5, and 15 feet in front of lot 3, Joining and running back along said lot 4, in block three (3); block 4; lots 4 & 5 in block 6; lots 1, 2, 3, 4, 5, 6, 8, & 9, in block 7; lots 1, 3, 4, 5, 6, 7, 9, & 10, in block 8; lots 1 & 2, in block 10; lots 1, 2, 3, 4, 7, 9, & 10, in block 9; lots 1 & 4, in block 11; lot 4, in block 18; lot 1, in block 19; the lot or parcel of land in the northeast corner of said town site secured to E. Pettijohn and Franklin Steele for mill purposes, as per contract with them; all block 44, except as much of lot 1 as is not included in deed to F. Fairbault; lots 6, 8, & 9, in block 80, in addition to Mendota, and the lots or parcels of lands owned by the Catholic Church; said described lots or parcels of lands supposed to contain 368½ acres in the aggregate, more or less.

Continuation of P. Chouteau, Jr., and Co.'s property.

All of lots 1 & 5, sec. 26, same town. and range.....	80 acres.
All of the W. ½, S. W. ¼ " 34 " " "	80 acres.
The undivided ¾ of S. E. ¼ of south W. ¼, section 34, same town. and range	31 acres.
And of the S. ½ N. E. ¼, N. W. ¼ of N. E. ¼, sec. 3, T. 27, R. 23.....	188.48
N. E. ¼ of N. W. ¼ & S. E. ¼ of N. W. ¼, also off of the S. W. ¼ & W. ½ of N. W. ¼, sec. 3, same town., and R. 2	234.62
The S. E. ¼ of N. W. ¼, and lots 1, 2, 3, 4, & 5, sec. 4, same town., range 23.....	245.32
Lots 4, 5, 6, 7, sec. 8, same town., range 23.....	160
S. E. ¼ of N. W. ¼, E. ½ of N. E. ¼, N. W. ¼ of N. E. ¼, S. W. ¼ of N. E. ¼, N. E. ¼ of S. E. ¼, and lot 1, sec. 9, same town., R. 23	290.50
W. ½ of N. W. ¼, N. W. ¼ of S. W. ¼, S. E. ¼ of N. E. ¼, S. W. ¼ of N. E. ¼, N. W. ¼ of S. E. ¼, N. E. ¼ of S. W. ¼, N. ½ of N. E. ¼, S. E. ¼ of N. E. ¼, sec. 10, same town., less $\frac{4.4.0}{1.0}$ to Chevelier.....	430.
S. E. ¼ of N. E. ¼, sec. 11, same town., R. 23.....	40.
S. W. ¼ of N. W. ¼, N. W. ¼ of N. W. ¼, sec. 12, same town., range 23.....	80.
E. ½ of N. E. ¼, sec. 17, same town., R. 23.....	80.

512 *Schedule "C."*

Also the following lots & parcels of land in Hastings or vicinity in said Co.

Hastings Proper.				Addition to H. No. 13.	
Lt.	Bk.	Lt.	Bk.		
2	1	1, 2	109	1, 2, 3, 16, 17, 18, 25, 26, 34, 35...	1
7	5	2	112	3, 4, 19, 20...	2
2	7	2, 3, 8	113	1, 2, 3, 4, 5, 6.....	3
3	8	2	115	6, 7, 8, 9, 10, 16, 17, 13, 19, 20....	4
6, 7	9	1, 3, 7, 8	116	1, 2, 5, 4, 10, 11, 12, 13.....	7
3	10	2, 7	118	6, 7, 8, 9, 10, 11, 12, 13.....	8
2	13	4, 7	120	1, 2, 3, 4, 5, 16, 17, 18, 19, 20.....	11
6	18	3, 4	121	1, 2, 3, 4, 5, 6, 7, 15.....	10
7	22	6, 8	123	1, 2, 5, 6, 11, 12.....	12
1, 4, 6	24	4	124	1, 4, 5.....	13
3, 7, 8	25	all of	125	13, 14.....	14
3, 4	28	4	126	13, 14.....	15
2	27	2, 4, 8	127	1, 2, 6.....	16
3	31	2, 3, 4	128	7, 12, 13.....	16
1	32	4, 6	130	1, 2, 3, 4, 5, 16, 17, 18, 19, 20.....	19
5	34	all of	131	6, 7, 8, 9, 10, 11, 12, 13, 14, 15....	24
8	35	5, 6	132	1, 2, 3, 4, 5, 16, 17, 18, 19, 20.....	25
2, 6, 8	36	4, 6	136	4, 5, 6, 19, 20.....	26
3, 4, 5, 6	37	4, 7	135	6, 7, 12, 13, 17, 18.....	27
2, 4	38	4	133	3, 4.....	28
1, 2, 7	42	4, 7	134	8, 9, 13, 14.....	29
2, 5, 8	43			1, 2, 3, 4, 5, 15, 16.....	30
4	44			1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20....	33
1	45			1, 2, 3, 4, 5, 16, 17, 18, 19, 20.....	34
1	46			6, 7, 8, 9, 10, 11, 12, 13	35
7	47			6, 7, 8, 9, 10, 11, 12, 13, 14, 15.....	36
4, 8	48			8, 9.....	41
6	49			13, 14.....	42
2, 4, 5, 7	56			6, 7, 8, 9.....	43
3	61			3, 4, 15, 16.....	44
483 2	62			1, 2, 3, 4, 5, 16, 17, 18, 19, 20....	45
5	63			6, 7, 8, 9, 10, 11, 12, 13, 14, 15....	47
2, 3, 5	66				
2	67				
7, 8	68			Also undivided ¼ of S. W. ¼ of N. W. ¼, sec. 30, T. 115, R. 17.	
1, 3, 5	69				
7	75				
1, 6	76				
3	79				
1, 4	80				
1, 6	78				
5, 6	77				
6, 7	81				

Lt.	Bk.
4	82
2	84
6, 7	85
3, 4	87
4	89
1, 2, 3	90
3, 4	91
1	92
1	93
2, 3	94
5, 6	95
1, 2, 4	96
1	97
2	102
3	104
2	105
2, 5	107
4, 6	108
1, 2, 6	110

Schedule "C."

Undivided ¼ of lot 5, B. 13. ¼ of lots 2, 3, 4, 5, 6, 7, 8, B. 21, in dispute with Tripp.

Being ¼ of W. ½ N. E. ¼ & N. W. ¼, sec. 28, T. 115, R. 17.

513 *Schedule "D."*

Description of real estate belonging to P. Chouteau, Jr., & Co., in St. Paul.

Kittson's Addition.

Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.								
1	1	1	17	1	39	6	56	3	77							8	5
										Sec.	Tn'p.	R'nge.	A.				
1	2	2	"	1	41	3	57	4	"	Lt No. 2	14	28	23	$18\frac{41}{100}$		9	"
6	3	4	"	6	"	7	"	4	81	" 3	14	28	23	25		1	6
7	"	3	18	7	44	1	58	5	"	" 4	14	28	23	$10\frac{12}{100}$		2	"
4	4	8	"	8	"	2	"	1	87	" 5	14	28	23	$25\frac{61}{100}$		4	"
5	"	3	19	3	45	3	"	2	88	" 1	23	28	23	$15\frac{38}{100}$		5	"
7	"	4	"	4	"	4	"	2	89	" 4	22	28	23	$16\frac{16}{100}$		6	"
8	"	3	21	6	"	5	"	3	"	Pig's Eye Farm.						7	"
4	5	5	"	1	46	7	"	1	90	N. ½ NE. ¼	10	28	22	80		8	"
5	"	6	"	2	"	8	"	2	"							2	7
6	"	8	"	3	"	4	59	3	90	Manomin County.						1	8
7	"	4	22	5	"	1	60	1	91	SE. ¼	23	30	24	160		2	"
3	7	5	23	8	"	2	"	2	"	One square acre adjoining St.						3	"
4	"	6	"	1	48	8	"	3	"	Paul, in the W. ½ of the SW. ¼						4	"
5	"	5	24	2	"	1	62	all	78	of Sec.	1	28	23			5	"
1	11	6	"	5	"	3	63	do.	79	Saint Anthony Property.						6	"
7	"	8	"	7	"	4	"	do.	80	3	2	1	5	9	7	7	"
8	"	2,3,4	26	1	49	7	"	St.	Paul	4	"	2	"	11	"	8	"
1	12	1	31	3	"	11	"	Proper.		5	"	3	"	12	"	9	"
2	"	2	32	4	"	12	"	5	30	6	"	4	"	7	10	10	"

Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.								
3	"	3	"	8	"	14	"	3	31	Saint Anthony Property.							
4	"	4	"	1	50	7	66	1	32	7	"	5	"	9	"	1	9
2	13	1	33	2	"	8	"	2	39	1	3	6	"	4	11	2	"
3	"	2	"	6	"	4	67	1	38	2	"	7	"	1	12	3	"
4	"	3	"	8	"	1	68	Whitney&		3	"	10	"	2	"	4	"
5	"	4	"	1	51	5	"	Smith's		4	"	11	"	12	"	5	"
6	"	6	"	3	"	6	"	Addition.		5	"	12	"	1	13	6	"
1	14	7	"	5	"	7	"	1	2	6	"	2	6	2	"	7	"
2	"	3	34	7	"	1	69	2	"	1	4	3	"	7	14	8	"
3	"	7	"	8	"	2	"	9	"	2	"	4	"	8	"	9	"
4	"	8	"	2	52	3	"	10	"	3	"	5	"	Borup's	Add.	10	"
6	"	6	35	3	"	4	"	⅔-6	"	4	"	6	"	All	1	1	10
7	"	8	"	5	"	7	"	⅔-7	"	5	"	7	"	"	2	2	"
1	15	2	36	7	"	1	71	⅔-8	"	6	"	1	7	"	33	3	"
2	"	3	"	8	"	3	"	Bazille		7	"	2	"	1	4	4	"
3	"	6	"	5	53	1	72	Guerin Add		8	"	3	"	2	"	5	"
4	"	7	"	2	54	2	"	11	1	9	"	4	"	2	5	6	"
5	"	7	37	4	"	1	73			10	"	5	"	3	"	10	"
6	"	8	"	6	"	3	"			11	"	6	"	4	"	1	11
7	"	1	38	7	"	4	"			12	"	7	"	6	"	2	"
4	16	2	"	8	"	2	74			14	"	8	"	7	"	3	"
		3	"	4	56	3	"									4	"
			"	5	"	1	76									5	"
																6	"
																7	"
																8	"

(Indorsed:) Filed Feb'y 28, 1861; R. F. Houseworsh, clerk.

514 STATE OF MINNESOTA, }
Ramsey County. }

I, Albert Armstrong, clerk of District Court, Ramsey county and State of Minnesota, do hereby certify that I have compared the foregoing paper writing with the original complaint in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness my hand and seal of said court, at St. Paul, this 19th day of Dec., A. D. 1876.

ALBERT ARMSTRONG, *Clerk.*

[SEAL.] By JAS. O'BRIEN, *Dep'y Cl'k.*

515 In the Circuit Court of the United States for the District of Minnesota.

SAMUEL L. M. BARLOW et. al., Pl'ffs,
vs.
CHARLES P. CHOUTEAU et. al., Def'ts.

Please take notice that the defendants are requested to produce, on the final hearing of this cause, any and all letters, correspondence, and agreements had or made in writing by or between John F. A. Sanford and the copartnership firm of P. Chouteau, Jr., & Co., of St. Louis, or with or on the part of any member of said firm, at or about the time of the withdrawal of the said John F. A. Sanford from said firm, and relating to the terms of such withdrawal during or about the year 1852.

And in default of such production, parol evidence will be introduced as to the contents thereof.

Dated May 28, A. D. 1877.

GILMAN, CLOUGH & LANE,
Solicitors for Pl'ffs.

To Messrs. R. B. GALUSHA,
DAVIS, O'BRIEN & WILSON,
516 *Solicitors for Def'ts.*

(Indorsed:) Circuit Court U. S., District of Minnesota; S. L. M. Barlow et. al. vs. Chas. P. Chouteau et. al.; notice to produce documents; service admitted on this 28th day of May; Davis, O'Brien & Wilson, Sols. for Defendants.

517 ST. PAUL, *Oct.* 18, 1880.

H. E. MANN, Esq.,
Clerk, &c.

We have agreed that the accompanying and annexed paper may go into the return in the Chouteau case in lieu of extracts from the books in evidence referred to in the testimony, with the understanding, that either party may, at any time during the pendency of the action, supply as part of the return any other extracts in evidence from said books, in case he should so desire.

C. K. DAVIS,
Counsel for Appellant.
W. P. CLOUGH,
Counsel for Respondent.

518 *P. C. No.* 3, *Journal No.* 3, *p.* 240.

SAINT LOUIS, *May* 1, 1860.

SUNDRIES DR. To P. CHOUTEAU, JR., & CO. No. 2.

J. B. Sarpy 17½ per cent. of balance due to date	$212,724 23	$36,872 19
J. A. Sire		36,872 19
P. Chouteau, Jr., balance		138,979 85

P. C. No. 5, Journal No. 2.

SAINT LOUIS, *July* 31, 1862.

R. W. SIRE DR. TO P. CHOUTEAU, JR.

Proportion of J. A. Sire of amount due by J. F. A. Sanford to P. Chouteau, Jr., & Co. No. 3, viz.:			
Due to May 1, 1860.....	$36,872 19		
Interest to May 1, 1861...	2,212 32		
	$39,084 51		
Int. to 31 Dec., 1861.....	1,337 94—		$40,452 45
Less 17½ per cent. interest of J. F. A. Sanford int., $11,909.50 balance of cash rec'd by P. C., Jr., from sales Minnesota property		2,064 35	
		$38,388 10	
26 per cent. due by J. A. Sire.....	$9,980 88		
Less J. A. Sire's 17½ per cent. in sales property.....	2,064 35		
	$7,616 53		

519 *Testimony on the part of the Defendants.*

520 Circuit Court of the United States, District of Minnesota.

Stipulation for taking Deposition.

SAMUEL L. M. BARLOW, EXR., and others
vs.
CHARLES P. CHOUTEAU, JULIA MAFFIT, and others.

It is hereby stipulated by and between the parties plaintiff and defendant in the above-entitled action, that the deposition and testimony of Charles P. Chouteau, and such other persons as may be called as witnesses for said defendants (names of such other witnesses being waived), residing at St. Louis, in the State of Missouri, witness on behalf of said defendants, shall be taken by and before any notary public residing at St. Louis, Missouri, whose official character as such notary public shall be sufficiently proven by his official seal and an impression thereof affixed to or stamped upon his return hereto; and such notary public is hereby agreed upon and appointed to take the deposition of said witnesses.

And the interrogatories and cross-interrogatories (if any) hereto attached shall go out with this stipulation, to be propounded to said witnesses after said witnesses is produced and sworn to testify the whole truth and nothing but the truth relative to said cause, and said parties hereby waive any and all objections to such notary public, and waive the issuing of any commission from said court herein, and hereby agrees that said deposition of said witnesses and each of them shall have the same force and effect as if taken upon commission duly issued herein; and said parties waive any and all notices

and pre-requisite forms required by law or rules of court for the taking of depositions; but said parties reserve to themselves the right to object to the competency and admissibility of said interrogatories and cross-interrogatories, and to any of the same, and to any of the answers thereto respectively, in like manner and upon the same grounds as if said witness was present and orally examined in open court upon the trial of this cause which is at issue and in said court depending. Said depositions to be taken upon oral or written interrogatories propounded by the solicitors of said parties at the taking thereof. The taking of said depositions shall commence on the 4th day of April, 1877, at 10 o'clock, at the office of Charles P. Chouteau, Esq., in St., Louis, Missouri, and be continued from day to day thereafter until fully completed. In case solicitors for plaintiff shall so request, the commencement of the taking of such depositions shall be postponed until April 6, 1877.

Dated March 17, 1877.

GILMAN, CLOUGH & LANE, *Sols. for Plff's.*
DAVIS, O'BRIEN & WILSON, & R. B. GALUSHA,
Sols. for Defts.

521 *Directions for taking Depositions.*

1st. Give court and title of cause, as found in the stipulation.

2d. Prefix the testimony of each witness with the following:

"Testimony of —— ———, in the county of ———, and State of ———, taken before —— ———, notary public, by virtue of the stipulation hereto attached as stated in the return thereto."

4th. At the end of the deposition the witness should sign his name, and the officer should add jurat as follows:

"Subscribed and sworn to before me, —— ———, 187 }
[L. S.] ——— ———, Notary Public." }

5th. Before examination, each witness should be sworn as follows:

"You do solemnly swear that the evidence you shall give relative to the cause now under consideration shall be the whole truth and nothing but the truth, so help you God."

6th. Form the papers into one package, fastened together securely in the following order:

Stipulation, Interrogatories, and Cross-Interrogatories, Depositions, Exhibits (if any), and Return.

(Add a minute of the fees of officer and witnesses, and by whom paid.)

Inclose the package in an envelope, and address it to H. E. Mann, clerk Circuit Court U. S., District of Minnesota, St. Paul, Minn.

Across the end of the envelope indorse, "Deposition in case of —— ———."

The package may be sent by mail, express, or private conveyance.

7th. The return (which may be indorsed on the stipulation, or on

a separate paper and attached to the stipulation, or at the end of the package) should be in the following form :

"I, —— ———, notary public within and for the ———, do certify that by virtue of the within and foregoing stipulation, the testimony of —— ——— was taken before me, at ———, in ———, on the —— day of ——, 187—, between the hours of ——, and was reduced to writing by myself (or by deponent, or by —— ———, a disinterested person, in my presence, and under my direction). That the said testimony was taken by and pursuant to the authority and requirements of the said stipulation upon the interrogatories propounded to said witnesses at the taking thereof, and herewith returned. That —— ———, said witness, before examination, was sworn to testify the whole truth and nothing but the truth relative to the cause specified in said stipulation, and that the testimony of said witness was carefully read to (or by) ———, said witness, by me, and then by him subscribed in my presence.

[L. S.] —— ———, *Notary Public.*

522 I, George Brown, a notary public within and for the county of St. Louis, State of Missouri, do certify that by virtue of the within and foregoing stipulation the testimony of Charles P. Chouteau was taken before me at the office of Charles P. Chouteau, in the city of St. Louis, State of Missouri, on the 9th day of April, 1877, between the hours of eight o'clock in the morning and six o'clock in the evening, and was reduced to writing by James Holland, a disinterested person, in my presence and under my direction. That the same testimony was taken by and pursuant to the authority and requirements of the said stipulation, upon the interrogatories propounded to said witness at the taking thereof, and is herewith returned. That Charles P. Chouteau, said witness, before examination was sworn to testify the truth, the whole truth, and nothing but the truth relative to the cause specified in said stipulation, and that the testimony of said witness was carefully read to said witness and then by him subscribed in my presence.

{ NOTARIAL SEAL } GEO. BROWN,
Notary Public St. Louis County, Mo.,

Qualified 2nd July, 1875; term of office expires July 3d, 1881.

523 In the Circuit Court of the United States, District of Minnesota.

SAM'L L. M. BARLOW, Executor, et al.
vs.
CHARLES P. CHOUTEAU, JULIA MAFFITT, et al.

Appearances, for plaintiff, Mr. Clough.
" for defendant, Mr. Wilson.

The testimony of Charles P. Chouteau, in the county of St. Louis, and State of Missouri, taken before Geo. Brown, notary public, by virtue of the stipulation hereto attached as stated in the return thereto.

Examined by Mr. Wilson, counsel for defendants:

Q. State your full name, if you please. A. Charles P. Chouteau.

Q. You are one of the parties in this action? A. I am.

Q. Were you acquainted with the firm of P. Chouteau Jr. & Co., that was organized in 1842, as alleged in the complaint in this action? A. I was familiar with all the parties.

Q. State who comprised that firm. A. Pierre Chouteau Jr., John F. A. Sanford, Jos. A. Sire and John B. Sarpy.

Q. State, if you please, what relationship you bore to any member of that firm. A. Pierre Chouteau Jr. was my father, John F. A. Sandford was my brother-in-law, John B. Sarpy and Jos. A. Sire were cousins by marriage.

524 Q. Prior to the formation of Pierre Chouteau Jr. & Co., in 1842, had there been a firm by that name? A. There had.

Q. State of whom that firm was composed. A. That firm was styled Pierre Chouteau Jr. & Co., No. 1. I think the members of that firm were Pierre Chouteau Jr., John P. Cabanne, Jos. A. Sire, Jno. F. A. Sanford and John B. Sarpy.

Q. How long had that firm of Pierre Chouteau Jr. & Co., No. 1, been in existence prior to the formation of Pierre Chouteau Jr. No. 2? A. I would have to refer to the books to state distinctly.

Q. State in general terms, according to your best recollection. A. 10 or 12 years, I believe there was another firm prior to that again.

Q. Under the same name? A. No, not under the style of Pierre Chouteau Jr. & Co. It was Pratt, Chouteau & Co., and there was another previous to that again, and so on. I would have to go back to 1804 and go through all the books that show the whole history of the affair.

Q. I think you gave the names of Sarpy and Sire as members of the firm of Pierre Chateau Jr. & Co., No. 1. A. Yes, sir.

Q. Prior to that time, the formation of Pierre Chouteau Jr. & Co., No. 1, those parties had been in the employ of the company? A. They all had been in the employ of one or other of the company. Mr. John B. Sarpy, the eldest of them, was an employee of the company in 1811. I could not state positively when Mr. Sanford

525 was employed, but I think in 1833 or 1834. Mr. Sire at a later date. I would have to refer to the books to see that.

Q. But it was some years prior to the formation of the firm? A. Oh, yes, sir, a good many years. He was a trader in the upper Missouri under Mr. Picot.

Q. You may state if you know what the capital stock of the company of Pierre Chouteau jr. & Co. was to be. A. $500,000.

Q. Were there partnership articles? A. There were none.

Q. State, if you please, whether you were an employee of the firm of Pierre Chouteau jr. & Co., or not, and what relation you bore to that firm. A. Yes, sir, I was an employee, without a salary however; my services were called into requisition whenever and wherever they were wanted.

Q. You may state whether you continued to be an employee of that house during all of its existence. A. Always, sir; ever since the year 1842.

Q. You may state what interest each partner had in that firm of Pierre Chouteau jr. & Co. No. 2. A. Mr. Pierre Chouteau had 58 per cent., that is, on the formation. The formation of that house commenced in September, 1842. Sandford and Sarpy had 16 per cent., and Jos. A. Sire 10 per cent. to the year 1849, when there
526 was a change. Mr. Chouteau reduced his interest to 48 per cent. then, and Sire, Sarpy, and Sandford each had 17⅓ per cent.

Q. You may state where their central place of business was. A. At St. Louis.

Q. State whether they had a branch house, and if so, where? A. Yes, sir, they had a branch house in the city of New York, created on the 1st day of September, 1842.

Q. State who had charge of that house. A. Jno. F. A. Sanford. It was a branch house of the St. Louis house and under the style and the name of Pierre Chouteau jr. & Co.

Q. State where Mr. Sandford's place of residence was after the establishment of that branch house. A. New York.

Q. And from that time until when? A. To the time of his death—the 5th of May, 1857.

Q. State what interest each partner had in the affairs of the branch house in New York during its existence. A. The same as the interest in the St. Louis house—namely, Pierre Chouteau 48 per cent., and each of the other partners 17⅓ per cent.

Q. That was on and after the arrangement made in 1849? A. Yes, sir, from 1849.

Q. Prior to that time their interest in the branch house of New York was the same as in the St. Louis house? A. Yes; the interest in the New York house was identically the same up to 1849; then the interest of each remained exactly the same in both the
527 St. Louis and the New York branch.

Q. You may state when, if ever, this house dissolved, how the dissolution came about, and the circumstances attending it. A. You mean the New York house?

Q. Commence with which you please; if the interest of one ceased before the interest of the other, state which ceased first. A. The New York house ceased first.

Q. When did that cease? A. It was during the year 1850.

Q. State how the interest ceased, what the arrangement was, if you know. A. The interest ceased by the withdrawal of Messrs. Sire and Sarpy from the New York branch.

Q. Have you any papers in your possession in relation to the withdrawal or referring to that matter? A. Yes, sir.

Q. Please produce them. A. I will show you a balance sheet by Mr. Chouteau. It is in French.

Q. Were there any letters accompanying that balance sheet and referring to it in any way? A. Not that I know of, sir.

Q. In whose handwriting is the balance sheet? A. It is written by my father, Mr. Pierre Chouteau, jr., and signed by him, dated the 14th of May, 1852.

(Paper referred to marked "Exhibit 1, J. H.," a copy of which is hereto attached, bearing the same mark.)

Q. If you have any of the correspondence that took place
528 between the partners pending the negotiations for the withdrawal of any of the members from the New York house please produce it. A. I will commence with the letter of Mr. Sanford, dated September 30, 1850, to Jos. A. Sire. I produce the original.

(Paper referred to marked "Exhibit 2, J. H.," a copy of which is hereto annexed, bearing the same mark.)

Q. This is the first proposition, so far as you know, for a change of the interests of the several partners of the two houses? A. That is my first knowledge of it.

Q. That letter is in the handwriting of Jno. F. A. Sandford? A. Yes, sir.

Q. You are familiar with his handwriting, have seen him write frequently and know it? A. Yes, sir; I am perfectly familiar with it.

Q. State, if you please, if within your personal knowledge, what the terms were upon which the branch house in New York took place, and upon what terms the change of the interest of these several partners in that house occurred. A. During the year 1850, by the consent of all parties in interest, the New York branch, as also the firm of Chouteau, Merle & Sandford—you didn't ask me if there was any other firm—there was another firm besides the New York
529 firm, known as Chouteau, Merle & Sandford. That firm was created in 1842 or 1843, I won't be positive which, but it was in one or the other of those two years. That was also a New York firm, and the interest of each one of the parties—viz., Sire, Sarpy, and Sandford—each 17⅓ per cent., and Mr. Chouteau and Mr. Merle the balance, 48 per cent.

Q. Equally divided between them? A. I don't recollect the arrangement between them; I have the books here and can see that if it is desirable. Coth of those New York firms were put in liquidation during ?he year 1850.

Q. State if you know from what date that liquidation commenced? A. From the 1st of July, 1851, from a branch house the New York house became a distinct firm, and also the firm, of Chouteau, Merle & Sanford went into liquidation at the same time, but still under the style of Pierre Chouteau, jr., & Co. The copartnership interests from that date were Pierre Chouteau, jr., $\frac{5}{12}$, and Jno. F. A. Sanford $\frac{5}{12}$, and Duncan Lamont $\frac{2}{12}$ or $\frac{1}{6}$.

Q. You may state who had charge of the liquidation of those two firms, the New York branch of Pierre Chouteau, jr., & Co., and Chouteau, Merle & Sanford? A. Mr. Sanford and Mr. Lamont, under the supervision and direction of Mr. Chouteau. Q. State if

you please when the firm of Pierre Chouteau & Co. of St.
530 Louis was dissolved or went into liquidation? A. The St. Louis house of Pierre Chouteau, jr., & Co. No. 2, by agreement of all parties in interest was also put in liquidation upon Mr. Sanford's retiring from said firm. His interest ended with the returns of Upper Missouri outfit '51 in the year 1852, and all transfers were made on the 31st day of Dec., 1852, as far as it was possible to do so at that date upon the books of the concern having the several Mississippi outfits (I am using a general term now), which by agreement and contract between Pierre Chouteau, jr., & Co. No. 2, and Henry H. Sibley and Charles W. Borup could not be closed before the 1st of July, 1853.

Q. If you have these contracts you may produce them. A. I have the originals (producing one marked Exhibit 3, J. H., a copy of which hereto attached bearing the same mark.) Those agreements were further extended with the same parties and embodied in this paper from the 1st of July, 1852, to 1853. This is the agreement with Pierre Chouteau, jr. & Co., and Sibley & Borup, and that contract was further extended from the 1st day of July, 1853, to the 1st day of July 1855, by consent of all the parties in interest in Pierre Chouteau, jr. & Co. No. 2. That extension was made in writing.

(Paper referred to marked Exhibit 4, J. H., a copy of which
531 is hereto attached bearing the same mark.)

Q. You may state if you have any of the original correspondence between the parties or any of them in relation to the retirement of Mr. Sanford, and the status of affairs between the several partners of the firm at the time of the retirement of Pierre Chouteau & Co., on Dec. 31, 1852. A. I have; much however of the argument was verbal between the parties.

Q. State what transpired at any interview at which you were present between those parties as to the terms upon which Mr. Sanford should retire? (Plaintiffs by their counsel objected to the witness stating anything that was said by Mr. John B. Sarpy, Mr. Jno. F. A. Sanford, Mr. Jos. A. Sire or Mr. Pierre Chouteau, jr., orally in regard to the business of any of the firms of Pierre Chouteau, jr., & Co., or Chouteau, Merle & Sanford.)

(Counsel for plaintiffs insist that witness shall not state his own impressions about any transaction that took place between the parties specified.) A. The terms and agreements were first that Sire and Sarpy were to retire and have no further connection with the New York firms; secondly, Mr. Sanford agreed to retire from the St. Louis firm these three firms be put in liquidation. Mr.
532 Sanford and Mr. Lamont were to have charge of the liquidation of the two New York firms; Mr. Sire and Mr. Sarpy of the St. Louis firm, all of them under the general supervision of Mr. Chouteau, as it was only a matter to accommodate Sire, Sarpy and Sanford.

(Plaintiffs by their counsel object to all the foregoing answer of the witness on the grounds, first, that the said John F. A. Sanford,

Pierre Chouteau, jr., John B. Sarpy and Jos. A. Sire are all deceased, and were at the time of the commencement of this suit in which the deposition is being taken; second, that the witness in making said answer is merely stating his own impression of what occurred, without stating what was said by the respective parties.)

Q. In answer to my last question have you stated the substance of the agreement that was entered into between those parties? A. I have.

(Same objection as above.)

Q. You may state if you please whether in pursuance of that agreement statements of the condition of the affairs of Pierre Chouteau, jr. & Co. No. 2, were forwarded to New York, and if so by whom, and to whom? A. There were a great many. I here produce the original balance sheet sent by the house of Pierre Chouteau,
533 jr. & Co. No. 3. On the retirement of Mr. Sanford from the St. Louis firm and from the first of Jan'y, 1853, and including Upper Missouri 1852, in which Sanford had no interest from that date, it was known as Pierre Chouteau, jr. & Co. No. 3, and was composed of Pierre Chouteau, jr., who had 48 per cent., and Sire & Sarpy, who had each 26 per cent., and the only written agreement that ever passed between the parties is the paper which I produce. (Paper referred to marked "Exhibit 5, J. H.," a copy of which is hereto attached bearing the same marks.)

Q. You may state if the balance sheet was taken off at that time, the 1st of Jan'y, 1852, on the retirement of Mr. Sanford; if so, by whom, to whom was it sent, and by whom was it sent? A. To save time, I will produce the several balance sheets, exhibits, &c., of the affairs at that date. They are the originals sent from Pierre Chouteau, Jr., & Co., No. 3, to the New York firm; one of them sent through Mr. Chouteau, on his way to New York, on the 13th day of Jan'y, 1853.

Q. That is the balance sheet taken by Mr. Sire? A. It was made by our book-keeper at that time—Mr. Front von Phister—verified by Mr. Jos. A. Sire, and forwarded by him to New York.
534 (Paper referred to with the original envelope directed to Mr. Chouteau, New York, a letter of Jos. A. Sire accompanying it as part of the exhibit itself; a summary of the balance sheet in the handwriting of Jos. A. Sire; the inventory of bills receivable, with the remarks thereon, marked "Exhibit 6, J. H," a copy of which is hereto attached, bearing the same mark.)

Q. In whose handwriting are the remarks on the margin of the balance sheet? A. They are in the handwriting of Mr. Jos. A. Sire. They were on it at the time this was forwarded. The remarks on the inventory of the bills receivable are in the handwriting of Jos. A. Sire.

(Inventory of the real property owned by Pierre Chouteau, Jr., & Co., No. 2; abstract of the Minnesota outfit of 1852; abstract of the Minnesota outfit of 1851; two letters of Jos. A. Sire to Pierre Chouteau, Jr., Esq., written by Joseph A. Sire, of St. Louis, one bearing

date Feb'y 18, 1853, the other Feb'y 19, 1853; and the envelope in which these documents were originally enclosed, marked Exhibit 7, J. H., a copy of which is hereto attached, bearing the same mark.)

(Defendants' counsel offers in evidence the balance sheet of Pierre Chouteau, Jr., & Co., No. 2, dated the 1st day of Feb'y, 1853, with the remarks on the margin thereof, in the handwriting of Jos. A. Sire; the balance sheet of Pierre Chouteau, Jr., & Co., No. 3,
535 dated Feb'y 1st, 1853, together with the remarks, in the handwriting of Jos. A. Sire; statement of the account of Winnebago and Chippewa outfit of 1848; statement of the account of Winnebago and Chippewa outfit of 1849; a recapitulation of the several outfits under the agency of C. W. Borup, and a recapitulation of the outfits under the agency of H. H. Sibley, with the original envelope in which they were forwarded to Mr. Chouteau by Mr. Sire, marked Exhibit 8, J. H., a copy of which is hereto attached, bearing the same mark.)

(Defendants' counsel also offers in evidence the balance sheet of Pierre Chouteau, Jr., & Co., No. 3, dated the 28th of Feb'y, 1853, with the accompanying letter of F. V. Pfister, Mr. Pfister, at the time, being book-keeper of the house of Pierre Chouteau, Jr., & Co., No. 3, which was forwarded to New York, directed to Jos. A. Sire, New York, which papers are marked Exhibit 9, J. H., a copy of which is hereto attached, bearing the same mark.)

Q. These statements were forwarded to New York at the time when the negotiations were being completed with regard to the retirement of Mr. Sanford from the firm of P. Chouteau, Jr., & Co., No. 2? A. Yes, sir; showing the liquidation, as far as it could be accomplished, as to those several dates.

Q. How did these papers come into your possession? A. They came into my possession in the latter end of 1857 or the be-
536 ginning of 1858, after Mr. Sanford's death. The executors were desirous of having all of Mr. Sanford's private papers. There were two executors—Mr. Barlow and Mr. Gebhard. I made an examination of every thing which was in the office of Pierre Chouteau, Jr., & Co. in New York. Those papers were in a desk used both by Mr. Chouteau and Mr. Sanford.

Q. That desk was in the office occupied by Mr. Sanford at the time of his death? A. Yes, sir; it was used jointly by Mr. Chouteau and Mr. Sanford.

Q. Then they were in the possession of Mr. Sanford up to the time of his death? A. Yes, sir.

Q. You may state whether, later than these papers, balance sheets showing the progress of the liquidation were forwarded to Mr. Sanford. A. There were.

Q. If you have any that were forwarded to him which he received, you may produce them. A. I have not the originals, but I have a letter-press copy of a letter written by Pierre Chouteau, Jr., & Co., St. Louis, which letter is in the handwriting of Joseph A. Sire. It is a letter-press copy, book No. 1, of Pierre Chouteau, Jr., & Co.,

No. 3, is dated March 1, 1854, and is found on pages 424, 425, 426, 427, 428, and 429 of the letter-book. (Copy of letter attached hereto, marked Exhibit 10, J. H.)

537 Q. What was the business of Pierre Chouteau, Jr., & Co., No. 1? A. The fur business.

Q. Where was this business carried on? A. It was carried on in the region of the Upper Missouri and Upper Mississippi and here.

Q. In the correspondence the branches of the business were known as the Upper Missouri and Upper Mississippi business? A. Yes, sir; in general terms. The Upper Missouri was subdivided, as well as the Upper Mississippi, under different parties.

Q. Well, the business of the firm consisted of the outfits of the Upper Missouri and Upper Mississippi, and at the time of the dissolution the Upper Mississippi business was to be continued? A. It was, sir.

Q. But the Upper Missouri ceased, with the outfit of 1851, the returns of 1852? A. It did; it was closed because the inventories had all come in, and the accounts were adjusted, and that part of the business, Pierre Chouteau, Jr., & Co., No. 2, we had arrived at exactly the status of, but the Upper Mississippi could not be closed because of the contract entered into with both Sibley and Borup, and from reasons which are fully explained, particularly in this letter of March 1, 1854, which gives the reasons why it is continued to the 1st of July, 1855. The business was continued by and with the assent of Mr. Sanford, as well as Mr. Chouteau; the last contract with

538 these gentlemen signed at Washington City, Genl. Sibley being then a delegate in Congress from the Territory.

Q. Well, the firm of Pierre Chouteau, Jr., & Co., No. 2, was in liquidation; the business of the Upper Mississippi was continued up to what time? A. To the 1st of July, 1855; at that time the business was to be definitely closed. It had been continued from 1849 to 1852, from 1852 to 1853, and then for two years longer to 1855, as those agreements show.

Q. At the time this agreement was entered into in 1852, or at the close of the year 1852, was the firm of P. Chouteau, Jr., & Co., No. 2, possessed of any real estate that you are aware of outside of that in Missouri? A. There was nothing in Minnesota on that list, though I do not know whether all the real estate was in Missouri. There were, I believe, some pieces of property belonging to some of the outfits in Upper Mississippi, but unknown and undetermined by this house of P. Chouteau, Jr., & Co., No. 2. My recollection is that there was a piece of property belonging to one of the outfits known as the Central House, St. Paul, Minnesota, which was burned down, although nothing of that kind shows itself upon the books of P. Chouteau, Jr., & Co.

Q. Have you other correspondence between the members of this firm in your possession in relation to the affairs of P. Chouteau, Jr., & Co., from Mr. Sanford? A. Yes, sir; I have letters from Mr. Sanford to Mr. Pierre Chouteau, Jr. Here is a letter of May 7th,

1855, from Mr. Jno. F. A. Sanford to Mr. Pierre Chouteau,
539 Jr., dated at New York.

(Paper referred to marked Exhibit 10, J. H., a copy of which is hereto attached bearing the same mark.) Here is a letter dated Sept. 15, 1855, from New York, addressed to Mr. Chouteau from Sanford.

(Paper referred to marked Exhibit 11 (?), J. H., a copy of which is hereto attached bearing the same mark.) Here is another letter, dated New York, July 8th, Sunday, without the year.

(Paper referred to marked Exhibit 12, J. H., a copy of which is hereto attached bearing the same mark.) Here is a letter, on the New York letter-book No. 16, of Pierre Chouteau, Jr., & Co., page 788, written from New York, on the 2d day of July, 1855, to Jno. S. Prince, at St. Paul, by Mr. Sanford.

(Paper referred to marked Exhibit 13 ,J. H., a copy of which is hereto attached bearing the same mark.) Here is another letter, in the New York letter-book No. 14, page 742, addressed to Charles W. Bornp, dated Feb'y 6, 1854, written by Mr. Sanford, from New York.

(Paper referred to marked Exhibit No. 14, J. H., a copy of which is hereto attached bearing the same mark.) Here is a letter written from New York, by Mr. Sanford to H. H. Sibley, Mendota, on page 801 of letter-book 14, dated Feb'y 25, 1854.

(Paper referred to marked Exhibit No. 15, J. H., a copy of which is hereto attached bearing the same mark.)

540 Q. Have you other correspondence than what you have put in evidence? A. No, sir; I thought what I had offered was sufficient to establish the fact that I desired to be established. However, there are some other documents here that I have. Powers of att'y, given by the several members of the firm of Pierre Chouteau, Jr., & Co., No. 2, to John S. Prince. There are two of them. The first one is dated October 12, 1854, signed by all the parties in interest in company No. 2.

(Paper referred to marked Exhibit 16, J. H., a copy of which is hereto attached bearing the same mark.)

The second one is to John Prince, dated Sept. 10, 1856, signed by the same parties of the firm of P. Chouteau, Jr., & Co., No. 2.

(Paper referred to marked Exhibit 17, a copy of which is hereto attached bearing the same mark.)

Here is also a power of att'y given to Henry H. Sibley, dated Jan'y 4, 1856, signed by all the parties in interest of the same company.

(Paper referred to marked Exhibit No. 18, J. H., copy of which is hereto attached bearing the same mark.) Here is a letter written by Pierre Chouteau, Jr., to Jno. F. A. Sanford, dated St. Louis, Sept. 24, 1851. The letter is in French.

(Paper referred to marked Exhibit No. 19, J. H., a translation of which is attached hereto bearing the same mark.)

541 Q. You may now state when you first heard of the claim

of the existence of a written contract between the members of the firm of Pierre Chouteau, Jr., No. 2, to the effect that Mr. Sanford was to be released from liability for all debts of the house of Pierre Chouteau, Jr., & Co., No. 2, and was to have the Minnesota lands, free and clear? A. The first I ever heard of it was through a letter received from Mr. Jno. S. Prince, of St. Paul, that a deposition had been made by Mr. Barlow commencing, I believe, on the 7th of Dec., 1876. I think that it was in the beginning of Jan'y of this year that I received that letter.

Q. Did Mr. Sanford or his co-executor, Mr. Gebhard, ever make any such claim to you prior to the commencement of this suit? A. Never at any time prior to the existence of this suit.

Q. Had you frequent interviews with Mr. Gebhard during his lifetime in relation to the interest of the Sandford estate in Minnesota property?

(Plaintiffs' counsel objects to any statement that Mr. Gebhard may have made.)

A. I had with Mr. Gebhard.

Q. Did he ever at any time make any claim to the existence of any such paper? A. Never.

Q. Did Mr. Barlow ever at any time make any such claim to you? A. Never, sir.

542 Q. You were present in New York at the time negotiations for that compromise were going on between the executors of Mr. Sanford and Pierre Chouteau, Jr., and the settlement of the New York firms? A. I was and took part in the negotiations.

Q. Those negotiations resulted in a written agreement? A. Yes, sir.

Q. Have you that written agreement? A. I have.

(Witness produces the release executed by Pierre Chouteau, Jr., to the executors of Jno. F. A. Sandford, which is marked Exhibit 20, J. H., a copy of which is hereto attached bearing the same mark.)

Q. Look at that paper, if you please, and tell in whose handwriting it is? (handing paper to the witness.) A. It is in the handwriting of Joseph A. Sire. This paper has two dates to it. It is dated St. Louis, Aug. 26, 1853, and there is an addition to it dated Feb'y 1st, 1854. Both are in the handwriting of Mr. Sire. It is a paper appended to his will, so as to guide his executors in case of need.

(Paper referred to marked Exhibit No. 21, J. H., a copy of which is hereto attached bearing the same mark.)

(Plaintiffs' counsel objects to the paper as immaterial.)

Q. You have in your possession a letter written by Mr. Gebhard to his co-executor, Mr. Barlow? A. I have.

543 Q. Produce it, if you please. A. This letter which I produce is dated New York, Sept. 15, 1860; is addressed to Wm. Maffitt; that is, Dr. Maffitt, my brother-in-law, who was also a partner in the house of Pierre Chouteau, Jr., & Co., No. 5. It is in the handwriting of Mr. Gebhard. I have seen him write frequently and know his writing.

(Paper referred to marked Exhibit 22, J. H., a copy of which is hereto attached bearing the same mark.)

Q. Here is a letter from Fred'k C. Gebhard to Mr. Barlow directed New York, June 3, 1861, (handing paper to the witness.) A. This is in the handwriting of Mr. Frederick C. Gebhard.

(Paper referred to marked Exhibit 23, J. H., a copy of which is hereto attached bearing the same mark.)

Q. You have in your possession the books of account kept by the several houses of Pierre Chouteau, Jr., & Co., Nos. 2, 3, 4, and 5? A. I have, sir.

Q. They contain the accounts of the transactions of Pierre Chouteau, Jr., No. 2, in liquidation, do they not? A. They do.

(Books referred to offered in evidence, a list of which is hereto attached marked "A.")

Q. When Pierre Chouteau, Jr., & Co., No. 3, ceased and No. 4 came in existence, who comprised the firm of Pierre Chouteau, Jr., & Co., No. 4? A. The books show that after the death of
544 Capt. Sire then No. 3 was closed. Captain Sire died, I think, on the 24th day of Aug., 1854.

Q. And the house of Pierre Chouteau, Jr., & Co., No. 4, succeeded then to the house of Pierre Chouteau, Jr., & Co., No. 3? A. Yes, sir.

Q. And the house of Pierre Chouteau, Jr., & Co., No. 4, was comprised of Pierre Chouteau, Jr., and Mr. Sarpy? A. Yes, sir; and also Mr. Sire, or at least the estate of Sire, because the agreement says: "The business contemplated by this agreement will continue until the end of the year 1855, with the returns of the upper Missouri 1854; with the understanding that in the event of the death of either of the above interested parties their or his interest will continue until the expiration of this agreement." That agreement expired in 1855.

Q. Then at the expiration of that agreement No. 4 was established? A. Yes, sir, and was composed of Pierre Chouteau, Jr., and John B. Sarpy alone.

Q. How long did that house exist? A. Until Mr. Sarpy's death, which was upon the first day of April, 1857.

Q. Then what house succeeded? A. Then No. 5 succeeded, composed of Pierre Chouteau, Jr., Dr. Maffitt, and myself.

Q. The liquidation of the affairs of this firm of Pierre Chouteau, Jr., & Co., No. 2, was carried on by these several houses during their existence? A. Yes, sir.

Q. And the accounts of that firm were kept on these account books? A. Yes, sir.

545 Q. These account books which were offered in evidence comprised the books of Pierre Chouteau, Jr., & Co., Nos. 2, 3, 4, and 5? A. Yes, sir.

Q. When were the affairs of Pierre Chouteau & Co. No. 2 closed upon the books of the firm of Pierre Chouteau & Co. No. 5? A. The liquidation has not been closed yet. It has been in continuous

liquidation up to the present time and has not yet reached a final determination.

Q. This paper (producing paper) shows the condition of the firm of Pierre Chouteau jr. & Co. No. 2 at what date? A. About May 1, 1880.

Q. As shown from the books of Pierre Chouteau jr. & Co. No. 5? A. Yes, sir.

(Paper referred to, marked "Exhibit 24, J. H.," offered in evidence, a copy of which is hereto attached bearing the same date.)

Q. You may state whether the proportion of loss falling upon the estate of Mr. Sarpy and Mr. Sire was paid by their executors to Mr. Chouteau, according to the loss as shown by this balance sheet. A. Yes, sir.

Q. State whether the loss that fell upon the estate of Capt. Sandford was ever paid to Mr. Chouteau. A. Never.

Q. Was any part of it paid by Mr. Sandford during his lifetime? A. None; nor by his executors after his death, nor by his heirs, nor by any person. They are still chargeable with the amount of
546 loss incurred in the winding up of its affairs.

Q. You have an account of all moneys and securities ever received from the sale of any of the real estate belonging to the firm of Pierre Chouteau jr. & Co. No. 2? A. I have, sir, complete.

Q. Have you the book that contains a complete list of that? A. I have.

(Book referred to is offered in evidence.)

Q. A portion of the real estate in Minnesota has been sold; it was sold by Charles P. Chouteau and Julia Maffitt as desired under the will of Pierre Chouteau, jr.? A. It was, sir.

Q. State what notice, if any, was given of that sale; state as to how the sale was made, whether at public auction or otherwise. A. It was made at public auction.

Q. And all that has been disposed of has been at public auction? A. Yes, sir; and sold at St. Paul by the heirs of the late Pierre Chouteau, jr., of St. Louis. Here is one of the notices, (producing a paper) which will be found in one of the envelopes marked as an exhibit. The others are all filed, I think, in depositions of the sales of 1866 and 1867, and also the publication in the "Pioneer," a St. Paul newspaper, was filed.

Q. Notice then was given by the posting of printed notices through the city of St. Paul where the property was located,
547 and by publication in a daily newspaper published there called the "St. Paul Pioneer"? A. Yes, sir.

Q. What if any notice was given to the executors of Mr. Sandford? A. In March, 1866, being in the city of New York, I sent Mr. J. H. Thompson to see Mr. Barlow and inform him that the heirs of Sarpy and the heirs of Sire, as well as those of Mr. Chouteau, were going to dispose of this property during the coming summer, and at the same time to make Mr. Barlow a proposition or offer of $5,000 for a quit claim deed, (these are the instructions

which I gave to Mr. Thompson,) as there might possibly be some question of title. Mr. Thompson was perfectly familiar with all the parties. He was one of Mr. Chouteau's assignees and was Mr. Chouteau's representative in the city of New York, and was familiar with the executors of Mr. Sandford and almost in daily communication with them during the existence of the compromise.

Q. State what knowledge you have of Mr. Thompson having conveyed that message to the executors. A. He reported to me that he had a conference with Mr. Barlow; that Mr. Barlow stated to him that he didn't feel at liberty to accept without first seeing Mrs. Sandford, that he was then on his way to Europe and would consult
548 with her and report. We waited several months, March, April, May, June, and July, and there was no answer; so we concluded to sell it, which we did in the month of August, 1866.

Q. That was the only communication you made to Mr. Barlow of the intention to sell? A. That was all, sir.

Q. Do you know of Mr. Pierre Chouteau, jr., being in New York in the years 1858 and 1859 and what length of time he remained? A. He was there in the year 1858, and in the early part of that year, I think it was in the months of March and April. He may have been there during the course of the fall, September or October, but I have no distinct recollection of it. I am positive he never was there during any part of the year 1859. Mr. Chouteau, in the latter part of 1858, was losing his eye-sight very rapidly, because about Christmas of 1858 we were obliged to lead him around, and in 1859 he was totally blind.

Q. Did he visit New York after he became blind? A. Yes, sir, he visited New York to have an operation performed upon his eyes, I think in 1864.

Q. Was he in New York between 1858 and the time he went to have the operation performed in 1864? A. No, sir, never.
549 Q. Where was he during that time? A. He was here in the city of St. Louis.

Q. At the time of the conclusion of the negotiations, in relation to the New York houses, in the execution of the releases, one of which has been put in evidence here, were you present most of the time? A. Off and on I was. I will state, in general terms, that from Oct., 1857, to about the 1st of April, 1858, I was in New York, and again from about the same period, 1858, to the spring of 1859. My business required me to be at both places periodically, & every year, you may say, since that, pretty much the same, in the general winding up of the old affairs.

Q. If Mr. Pierre Chouteau had been in New York during that time that you were there in 1858 & 1859, you would have been sure to have known it? A. I would, sir.

Q. Was he there during the time you were there in 1857 & 1858, in the winter? A. No, sir; Mr. Chouteau returned to St. Louis, in Sept., 1857, from New York, at my earnest solicitation, after suc-

ceeding in lifting up the assignment which he had made. He made an assignment to John H. Thompson & Uriel A. Murdoch.

Q. The assets of Pierre Chouteau, jr., & Co., No. 2, were included in that assignment? A. Yes, sir.

550 Q. Then Mr. Chouteau came from New York in the spring of 1858, at your earnest solicitation; did you remain there while he did? A. Yes, sir.

Q. Did he or you leave New York first? A. I left New York first.

Q. Where did you next see him after he left New York in the spring of 1858? A. In St. Louis.

Q. How long after you had left New York was it before you saw him here? A. It was a short time, sir; because it was necessary for me to be in St. Louis at as early a day as possible after his arrival in New York, so as to prepare for my yearly trip up to the mountains and across the mountains. I have a faint impression that he may have been in New York a very short time in the fall of 1858.

Q. But he returned before Christmas? A. Oh, long before Christmas.

Q. And was not again in New York until 1863 or 1864, when he went to have an operation performed on his eyes? A. No, sir; he never returned to New York during that time. He was there at no period during the year 1859.

Q. State who acted as the attorney of Pierre Chouteau, jr., in the negotiations with the heirs of Mr. Sanford. A. Mr. Chouteau had for attorneys, when I went to New York to try & settle up

551 and arrange Mr. Chouteau's affairs, Bowdoin, Larocque & Barlow. They were the attorneys of Mr. Chouteau.

Q. How long did they continue to act for Mr. Chouteau in the negotiations with the executors of Mr. Sanford? A. Mr. Chouteau had left in the hands of Mr. Bowdoin a certain amount of money to meet certain accounts and certain bills, I think, that were private. After that settlement, I can't exactly recollect the date, I had very little intercourse with him, and that was principally through Mr. Larocque, until there was a very serious hitch in the negotiations, which had been completely dropped; and Mr. Chouteau found himself under the necessity of bringing suit against the executors. Mr. Dan'l Lord, jr., was then employed. It was in July, 1859, or about that period that Mr. Lord was called in. Mr. Thompson says in his letter: "We are very busy in preparing documents of our line from both houses, to enable the lawyers to commence proceedings against Mr. Sanford's executors."

Q. Did Mr. Larocque continue to act as attorney for Mr. Chouteau after the calling in of Mr. Lord? A. Yes, sir, to the last; to the execution of those releases and other documents; as between the executors and the representatives of Mr. Chouteau.

Q. Was Mr. Chouteau present at the time of the drawing

552 of the release in New York? A. He was not present.

Q. Were you present at the time? A. I was present.

Q. At the time of drawing the release when the latter clause was inserted in the release, was anything said in relation to the Minnesota lands at that time? A. Yes, sir; it had a bearing upon them. There was another piece of property in Minnesota, in which Mr. Chouteau had no interest at all, which was known as the St. Anthony Falls property, in which I believe the parties in interest were Mr. Thomas C. Davis, Mr. Fred'k C. Gebhard, Mr. Sanford, and Mr. Chute, and I think Mr. Franklin Steele; over that we discussed for a long time.

Q. Was anything said with reference to what bearing this had upon the property in issue in this suit? A. There had been before, the Minnesota property as well as the interest of Sanford. About that time, in 1859, it was then in general terms called the Minnesota property, being the only asset left of that house. Instead of calling it Upper Mississippi outfit, or Minnesota outfit, or Sioux outfit, it was then called in general terms Minnesota property.

Q. At that time all the assets of Pierre Chouteau, jr., & Co., No. 2, had been completed and accounted for except this real property? A. Yes, sir.

Q. And the little amount of bills receivable, &c., covered by
553 the statement which is marked Exhibit 24, J. H.? A. Yes, sir. Some of which have been recovered since and credited to that account.

Q. Was there anything, at the time of drawing this release, said about this not covering the property that was in dispute—this latter clause in the release? A. It was believed at that period that the Minnesota property would cover all liabilities, the same as the St. Anthony Falls property.

Q. Was there anything said at the time of the insertion of that clause that it should not cover this property in dispute? A. Of course it included that property, because that was part of the assets of firm No. 2.

Q. But was there anything said that it should not be included? A. Well, sir, that is too far back; I cannot remember it distinctly, because we had reference to the general release of Mr. Sanford's liabilities on everything appertaining to the New York houses, but nothing as to any firm existing in the city of St. Louis, State of Missouri. That clause was for the purpose of including that property.

Q. It was intended to apply to this property expressly? A. Yes, sir, everything appertaining to Pierre Chouteau, Jr., & Co., No. 2. There were other assets, too; it was intended to cover the whole thing.

Q. Was anything said it should not apply to that? A. No,
554 sir, there was not a word said.

Q. You would be sure to remember if there was any such agreement? A. Certainly I would.

Q. And there was nothing of that kind said in any way, shape or manner? A. No, sir. I wish to file Mr. Thompson's deposition, which he gave before the surrogate. It is headed: "Petition to com-

promise the estate of Sanford," in order to substantiate the fact that Mr. Chouteau was not in New York at any time during the year 1859.

(Paper referred to marked Exhibit 25, J. H., a copy of which is hereto attached, bearing the same mark.)

(Plaintiff's counsel objects to the introduction of the paper as immaterial and incompetent.)

Q. You may state, if you please, what the business of Pierre Chouteau, Jr., & Co., No. 2, was; for what purpose the firm was organized? A. Trading with whites and Indians; their business being fur business.

Q. You may state whether buying real property was any part of the business of Pierre Chouteau, Jr., & Co., No. 2. A. It was not.

Q. You may state whether they ever bought that property to hold and sell. A. Not to my knowledge. All properties which they ever acquired were taken in liquidation of debts to the con-

555 cern.

Q. I will ask you whether the books of firms 2, 3, 4 & 5 contain the charges and the credits that have gone to the house of Pierre Chouteau, Jr., & Co., No. 2? Everything that has been realized from the assets of No. 2 since the time of Mr. Sanford? A. They do.

Q. And those entries are just and correct? A. All perfectly correct.

Q. And they show the exact status of affairs of Pierre Chouteau, Jr., & Co., No. 2? A. They do.

Q. Every entry in connection with that business is contained in those books? A. All the entries are continued, from one to the other, in the said books, from the books of firm No. 2 to firm No. 3, from those of firm No. 3 to those of firm No. 4, and finally from the books of firm No. 4 to those of firm No. 5, and when No. 5 closed them there is a separate and distinct showing of all the assets which then remained in 1866 belonging to Pierre Chouteau, Jr., & Co., No. 2.

Q. That book contains all the disbursements made on account of that property, and all that has been received on account of that property? A. Complete.

Q. It contains a complete inventory of all the property that is in dispute here. I mean the book that is made in 1866? A. Yes, sir, all the property.

556 Q. You stated that the business of Pierre Chouteau, Jr., & Co. was trading in furs with Indians and whites, and the fur business. You may state how that business was carried on, whether other parties were interested in it, and, if so, how and to what extent? A. There were a good many other parties originally interested in it. I could not state exactly the interest that each had, because they were sometimes different. The outfits at one time were known as the Northern outfit, the Western outfit, St. Peter's outfit, Sioux outfit, Winnebago outfit and Minnesota outfit. They were all

subsequently merged into two outfits, of which Mr. Henry H. Sibley had the charge of one and Mr. C. W. Borup the other, Mr. C. W. Borup having what is known as the Minnesota outfit and Mr. Sibley the Northern or Western outfit.

Q. Were Mr. Sibley and Mr. Borup interested in the profits of those outfits? A. In the ventures they were.

Q. Then these outfits were really separate partnerships formed with the house of Pierre Chouteau, Jr., & Co., No. 2, and some other parties? A. Yes, sir; the agreements as between those parties will show for themselves, and what interest they had.

557 Q. They were something more than employees; they had an interest in the result of the venture? A. Yes, sir; they had an interest in the profit and loss account.

Q. And the assets of Pierre Chouteau, Jr., & Co. consisted of their interest in those several outfits? A. They did.

Q. The property acquired by those several outfits was the property not only of Pierre Chouteau, Jr., & Co., but of the persons who were interested in those profits also; or was it the property of Pierre Chouteau, Jr., & Co. No. 2? A. It was these parties had each an interest in that property, and the title was taken in their name.

Q. As part of the assets of that venture, so that these ventures were really independent partnerships? A. They were.

Q. Have you any means of knowing what lands Pierre Chouteau Jr., & Co. No. 2 had at the dissolution? What lands were owned by these several outfits? Is there anything in the books of Pierre Chouteau, Jr., & Co. that will show the lands of these several ventures? A. There is nothing in the books of Pierre Chouteau, Jr., & Co.; the same appears in the outfits. In rendering yearly accounts, for instance, there is some little property that appears in those outfits as being a part of the assets of that particular outfit. In the meantime whoever held the property in their name disposed

558 of it at any time, so as to meet the liability of the outfit.

Q. And it was entirely under the control of the party who had charge of the outfit? A. Entirely; the fact is, they were held responsible.

Q. At the time of the dissolution of the firm he some interest in that land, but what it was you are not able to state? A. I am not; it was a mere fraction.

Q. The legal title to this property came into the firm of Pierre Chouteau, Jr., & Co. No. 2 at the settlement with Sibley and Borup in 1855, as alleged in the complaint? A. Yes, sir.

Q. And that is referred to in the account of Pierre Chouteau, Jr., & Co., showing what interest it was and what property it was? A. Yes, sir.

Q. That property was acquired in the liquidation of the business of Pierre Chouteau, Jr., & Co. No. 2? A. It was.

Q. And acquired from those parties and from those parties only? A. From those parties only, that I can recollect of.

Q. Have the debts of Pierre Chouteau, Jr., & Co. No. 2 all been paid? A. They were all paid.

Q. What is the reasonable value of the services rendered by the surviving members of the firm of Pierre Chouteau, Jr., &
559 Co. in liquidating the business of that firm? A. I do not know that there ever has been any charge made by any of the firms in the liquidation of the firm No. 2 by either No. 3, No. 4, or No. 5, either for clerk hire, office rent, or anything more than actual expenses charged to the outfit—moneys paid out, but no charges.

Q. But what would be a reasonable compensation for the services rendered? A. Well, for all the payments which I have made in St. Paul there has been 5 per cent. commission paid to Mr. Prince on moneys received only and the actual expenses, accounts of which have always been rendered by him, the originals of which I have here.

Q. What would be a reasonable compensation for the services of yourself in connection with this property over and above what you have paid for assistance—that is, for your own services in connection with the settlement of the affairs of Pierre Chouteau, Jr., & Co.? A. I should say not less than 5 per cent.

Q. 5 per cent. of the money received—the assets realized? A. Yes, sir, on the assets realized; nothing upon what was paid out.

Q. Can you give the value of the assets of the firm disposed of by yourself and Julia Maffitt? A. We employed real estate
560 agents in the various places where the property was located to appraise it, and that appraisement is shown by the papers which I now offer in evidence. [Papers referred to marked Exhibit 26, J. H., a copy of which is hereto attached bearing the same mark.]

Q. Can you state in regard to the value of that property at the present time? A. No, sir; I cannot, outside of that.

Q. These books that have been put in evidence of the firms of Pierre Chouteau, Jr., & Co. Nos. 2, 3, 4, and 5 show all the charges and expenses that have been incurred in relation to this property? A. Yes, sir.

Q. And the charges made on those books are just and correct for expenses actually incurred? A. So far as my knowledge goes they are.

Q. You had familiar knowledge of those books during that time? A. No, sir; I had principally in No. 5, but the others I had very little to do with.

Q. Can you state the amount of the indebtedness of Sandford to Mr. Chouteau on the 1st of January, 1862? A. $38,388.10.

Q. And that was the amount paid by the representatives of the other partners to Mr. Chouteau as their indebtedness? A. It was by the representatives of Sire and Sarpy—17⅛ per cent. of $212,-724.23. the balance of indebtedness at that date.

561 Q. You have put in evidence here appraisements made by different parties of the value of this property; how came these

appraisements to be made? A. They were made in St. Paul at the suggestion of the parties in interest, the representatives of Sire, Sarpy, and Mr. Chouteau.

Q. These appraisements were submitted to the representatives of the other two partners as well as yourself? A. Yes, sir, they were.

Q. And were entirely satisfactory to all parties—Chouteau, Sire's & Sarpy's interest? A. Yes, sir, the representatives of Sire and Sarpy were present and the representatives of Mr. Chouteau.

Q. Was the sale of this property thoroughly advertised, and if so how? A. It was advertised in the "Pioneer," a St. Paul newspaper, and by handbills and posters.

Q. That refers to the sale of 1866? (Handing a poster to the witness.) A. Yes, sir, this is a poster of the sales of 1866, and there were similar advertisements and there were similar posters during the sale of 1867, and also by publication in the "Pioneer."

Q. On the sales made in 1866 & 1867, did the property that was sold sell for the amount at which it had been appraised? A. The property yielded more than the appraisement.

562 Q. Do the exhibits which have been annexed to your deposition taken here show all the assets of the firm of Pierre Chouteau, jr., & Co., so far as you know? A. They do.

Q. Does the book containing a description of the property in St. Paul which has been put in evidence contain all the charges and disbursements made by you on account of this property, and are those charges just correct? A. It does, & they are correct.

Q. From the date of that book? A. Yes, sir.

Q. Prior to that time they are contained in the books of the firm No. 5, and the prior books? A. Yes, sir.

Q. Do the books of account now in evidence of the firms of Pierre Chouteau, jr., & Co., Nos. 2, 3, 4 & 5, show the exact status of affairs of Pierre Chouteau, jr., & Co., No. 2? A. To the best of my knowledge they do.

Q. Can you state the amount realized from the assets of Pierre Chouteau, jr., & Co., No. 2, outside of the Minnesota property? A. The books will show that.

Q. Who had charge of this Minnesota property after the dissolution, and from the time the transfer was made by Sibley & Borup to Pierre Chouteau, jr., & Co.? A. Mr. Sibley & Dr. Borup, up to the time of the transfer in 1855, and after that time John S. Prince.

563 Q. Mr. Prince has had entire control and management of the property up there? A. He has.

Q. And has made most of the disbursements? A. Yes, sir, the collection and disbursements. He had the entire management of the property.

Q. Referring to the communication sent by you through Mr. Thompson to Mr. Barlow in relation to the sale of this property, how many communications did you send? A. I recollect of two. The first one was to ascertain whether Mr. Barlow, as executor of the estate of Mr. Sanford, would place himself upon the same footing as

the heirs of Sire & Sarpy had done. That is to say, for their proportion of the indebtedness, amounting to $38,388.10. Mr. Barlow gave for an answer that the estate had no money and that he could not do it. The second was to make a proposition to Mr. Barlow that I would give him $5,000 cash for a quitclaim deed for any interest that he had in the firm of Pierre Chouteau, jr., & Co. No. 2 When I say Mr. Barlow, I mean always the heirs of the estate of Mr. Sanford. Mr. Barlow has no personal interest whatever in the matter.

Q. At that same time you gave him notice that the property would be disposed of during that summer? A. Yes, sir.

564 Q. State if you please what was the custom during the existence of the house of Pierre Chouteau, jr., & Co., in relation to charging interest on the indebtedness due from the several members of that firm? A. It was charged at the rate of 6 per cent. per an., the accounts being made up to the 1st of Jan'y each year.

Q. The interest was computed and charged in the accounts annually? A. Yes, sir.

Q. What was the object of making the sale of the Minnesota property? A. To liquidate firm No. 2—to close up that concern.

Q. All the assets of that firm at that time consisted of this Minnesota real property and what is contained in the exhibit that has been put in evidence? A. They are all contained in the exhibits.

Q. State whether any statement of the amount due from the Sanford estate was ever given to the executors of the Sanford estate? A. It was, by myself. This is a copy of the statement which was given to Mr. Gebhard in 1862. It was given by me personally to him. (Paper referred to marked Exhibit 2, J. H., a copy of which is hereto attached bearing the same mark.)

Q. You have put in evidence a letter written by Mr. Gebhard to Dr. Maffitt? A. Yes, sir.

565 Q. If you have any correspondence or any letter written by Dr. Maffitt to Mr. Gebhard, will you please produce it? A. Here it is in letter book of Pierre Chouteau, jr., & Co., No. 5. The book has no number. The date of the letter is St. Louis, Oct. 4, 1860, to Mr. Fred'k C. Gebhard, in answer to his letter of the 15th which has been put in evidence. It is contained on page 604 of the letter book, and was written under the instructions of Mr. Pierre Chouteau himself, who was alive at that time. (Paper referred to marked Exhibit 28, J. H., a copy of which is hereto attached bearing the same mark.)

Q. Dr. Maffit was a member of the same firm, was he? A. He was not at that time. He had been. Dr. Maffit attended to all of Mr. Chouteau's correspondence, Mr. Chouteau at that time being blind

Cross-examined by Mr. CLOUGH, counsel for the plaintiff:

Q. What is your age? A. I am close on 58 years of age. I was born in 1819.

Q. You are a son of Pierre Chouteau, Jr? A. Yes, sir.

Q. What have been your places of residence? A. Saint Louis and New York.

566 Q. You were born in St. Louis? A. Yes, sir.

Q. St. Louis has always been your principal residence, has it not? A. Yes, sir.

Q. Did you have any interest in the St. Louis house of Pierre Chouteau, Jr., & Co., No. 2? A. I did not.

Q. You recollect the time of the formation of that house. A. I do.

Q. You knew at the time who were the partners composing that concern were and have ever since known? A. I did and do.

Q. How soon after the year 1842 was the branch house of Pierre Chouteau, Jr., & Co. No. 2 established in New York? A. The 1st of Sept., 1842.

Q. That was simply another office of the same firm, wasn't it? A. Yes, sir, the same firm.

Q. That firm is called on the books the office at New York, is it not? A. Yes, sir.

Q. I call your attention to Ledger No. 1 of Pierre Chouteau, Jr., & Co. No. 3, and to the account in that book on pages 40 & 41, and following, entitled "Office in New York." That was what the branch in New York was called, wasn't it—the office in New York? A. The books speak for themselves; that is what is meant by it.

Q. That account is with the branch office in New York? A. Yes, sir, showing that it was the same firm.

567 Q. And the interests in the office in New York were the same as they were in St. Louis? A. Yes, sir.

Q. And all there was about the fact of its being the New York office was simply that the affairs of the concern were so great that they were compelled to have a place of business in New York as well as in St. Louis? A. Yes, sir.

Q. Now you may state, if you please, between the years 1842 & 1852, what connection, if any, you had with or relation to the firm of Pierre Chouteau, Jr., & Co. No. 2? A. I had no interest in the concern.

Q. What relations or connection did you have with it? A. I was purchasing agent.

Q. Will you please define your duties as purchasing agent and state the course of business? A. The requisitions came from the St. Louis house.

Q. I will leave that question for the present until I ask you some questions about the course of business. The largest proportion of goods that were purchased by Pierre Chouteau, Jr., & Co. No. 2 was purchased for sale in the Indian country? A. Yes, sir.

Q. And that concern of Pierre Chouteau, Jr., & Co. No. 2 had traders who were engaged in selling merchandise to Indians and hunters and others in the fur country, and buying furs and other property? A. That is so.

568 Q. Now, when any merchandise was needed at any particular trading post, the course of business was first that the trader in charge of that trading post should send a requisition to Pierre Chouteau, Jr., & Co.'s office in St. Louis? A. Yes, sir.

Q. Then those various requisitions, being first collected at the St. Louis house and the goods being bought in the city of New York and in Europe to fill those requisitions, the requisitions were forwarded by the St. Louis office to the New York office. A. Yes, sir.

Q. The New York office took the requisitions and filled them? A. They did.

Q. Purchasing such articles, I suppose, as were manufactured in the markets of New York? A. Yes, sir, and elsewhere in the neighborhood.

Q. And what articles were not purchasable in those markets were ordered from Europe? A. Yes, sir.

Q. Now you may state what your duties were in reference to those purchases? A. All the purchases on the New York market were made by myself, and I attended to the shipments of them.

569 Q. Purchases that were made of supplies in the European market, who attended to those? A. They were ordered directly from the house through agents in Liverpool and Manchester and were shipped to New York.

Q. And from the New York house shipped whenver they were required? A. At times some of them were shipped directly from New York to Minnesota.

Q. Now, the purchases, in the course of this business, were made in New York and in Europe generally at stated seasons of the year, and had to be, in order to supply the trade for the coming season? A. Well, those were the principal ones. Then there were other orders that would come in.

Q. I mean the principal purchases. A. The principal purchases were made in the spring and fall, but mostly in the fall.

Q. I suppose so, for the winter trade? A. Yes, sir; it was for the purpose of getting them in the spring, so as to take advantage of the water courses.

Q. Well, there were advances made in the winter to hunters and Indians on the furs to come in, I suppose? A. Yes, sir; but, in the first place, we aimed to have the goods here in the city of St. Louis as early as possible. They were shipped either by way of Pittsburg,

570 by the way of New Orleans, or otherwise, because we didn't have any railroads, and we had to take advantage, as early as possible in the spring, of the early opening of navigation to get these goods to their destination. That is the reason that it always took a twelvemonth to account for goods. Goods purchased one year would not be accounted for until the following season.

Q. Were you occupied in New York except during such portions of the year as it would be necessary for you to be engaged in making purchases? A. No, not always.

Q. It was your custom to remain in New York only during the purchasing season? A. We were living in New York during that time.

Q. During what time did your family live in New York? Do you mean your father's family, too? A. Yes, sir; the whole family moved to New York in 1842. We left here early in October.

Q. You lived in New York a certain period of time? A. I did, sir. I lived in New York a great many years before that. I was absent for two years, from Oct., 1843, to 1845, and then resumed my duties again.

Q. Where were you absent? A. I was in Europe.

Q. Did your duties call you away from the city of New
571 York into the interior of the country in connection with the house? A. No, sir; not at all.

Q. You had other business at the same time, had you? A. No, sir; I had none.

Q. Then during the period of time between 1842 and 1852 your exclusive business was purchasing supplies for the different posts and outfits of Pierre Chouteau, Jr., & Co.? A. No, sir; I was not purchasing for the different posts. I was purchasing for Pierre Chouteau, Jr., & Co.

Q. I know; that is already explained. A. Well, probably not fully. They would send their orders, not designating any particular posts; but the requisitions were consolidated at St. Louis, and the goods were bought in New York and shipped to the St. Louis house, and distribution of them made from the St. Louis office among the different posts.

Q. During that period of time between 1842 and 1852 were you residing in St. Louis any portion of the time? A. Yes, sir; I returned to St. Louis in 1847.

Q. Did the entire family return at that time—that is, did your father remove here, too? A. Yes, sir.

Q. Both yourself and father returned to St. Louis in 1847, and your father was a resident of St. Louis from that time to the
572 time of his death? A. Well, he always called himself a resident of St. Louis, but he was constantly moving backwards and forwards between New York and St. Louis, although we called this our residence from that date.

Q. Have you resided here since 1847? A. I have, sir.

Q. After your return to St. Louis in 1847, did you still retain your position as purchasing agent? A. In a great measure I did. I had an assistant here. I became their purchasing agent in the city of St. Louis.

Q. What were your duties as purchasing agent in the city of St. Louis? A. To purchase such goods as the market here would afford that we could purchase, having a great many articles manufactured, and making up the requisitions and shipments for the different posts for the upper Missouri and upper Mississippi outfits.

Q. You attended to the distribution here, then, after you returned, as well as to the purchase? A. Yes, sir.

Q. Then from 1847, as well as attending to the purchases, you attended to the distribution of the goods among the different posts? A. I did; lists were given me, and I attended to the putting up the goods. I did not attend to the shipments, for we had a ship-
573 ping clerk. I filled the requisitions either out of goods that were already in store, or if there were any lacking which could be got upon the market here, I purchased them.

Q. Did your duties as purchasing agent have any connection with the management of the business in the office? A. No sir, nor the correspondence.

Q. After Pierre Chouteau Jr. & Co., No. 2, when out of active business in 1852, and the new firm succeeded, did you act in the same capacity with reference to No. 3? A. I did.

Q. And also with reference to No. 4? A. With No. 4 my duties were increased.

Q. Then you continued as long as the existence of No. 3? A. I continued as purchasing agent to putting up the goods and the delivery of the goods in the Indian country.

Q. Notwithstanding the fact that your duties didn't call you into the office or require your keeping the books or anything of that kind you were familiar with the general mode of conducting the business of the concern? A. I was.

Q. You may state if you please between the years 1842 and 1852, who were the active managers of the firm of Pierre Chouteau Jr. & Co., No. 2, in St. Louis? A. John B. Sarpy and Jos. A. Sire.

Q. They as well as Mr. Sanford were relatives by marriage or otherwise of yourself and father? A. Yes, sir, Mr. Sandford
574 was my brother-in-law and Mr. Sire and Mr. Sarpy were cousins by marriage.

Q. What particular duties had Mr. Sire, if they were any different from those of Mr. Sarpy, or was there any distribution of that kind made? A. Yes, one attended principally to finances and correspondence; that was generally attended to by Capt. Sire, and Mr. Sarpy attended to the skins, the furs, the assortments and the purchases here upon this market.

Q. Well it was necessary to have some member of the firm in charge of the business in New York, was'nt it? A. It was.

Q. Who was that member? A. Mr. Sandford.

Q. Mr. Sanford resided in New York and attended to and supervised the business there? A. Yes, sir.

Q. Your father overlooked the whole business? A. He overlooked the whole business; in fact he managed you may say the whole business.

Q. While he didn't as a rule conduct the business either here or in New York, at the same time he overlooked the entire business? A. Yes, sir.

Q. Did you have occasion to inspect the books from time to time

in New York and here, so as to know the method of keeping the books, etc.? A. Well as long as I was in the office I saw the books almost every day while the book-keeper was posting them up.

575 Q. In whose handwriting are these books kept, Ledger No. 1, of Pierre Chouteau Jr. & Co., No. 3; Journal endorsed No. 6, Pierre Chouteau Jr. & Co., No. 2; Ledger No. 3, of Pierre Chouteau Jr. & Co., No. 2? A. They are all kept in the handwriting of Francis von Pfister, the same who all of those balance sheets which have been put in evidence.

Q. Is Francis von Pfister still living? A. Yes, sir.

Q. He was the book-keeper of Pierre Chouteau Jr. & Co., No. 2, of this city? A. Yes, sir.

Q. He is now living and in this city? A. No, sir, he resides in San Francisco. He left here in 1858 or 9, for San Francisco, where he has been residing ever since.

Q. Now let me come to another matter: both the New York office and the St. Louis office were merely different offices of the same concern. They were in the habit of keeping separate accounts with each other for the purpose of book-keeping, in order to keep their accounts separate and straight? A. Yes, sir.

Q. The New York house kept its own book of transactions that occurred through it and the St. Louis office kept books of its own transactions? A. That is so.

Q. Whenever a requisition for supplies reached the New York office those supplies were bought whether in this country or in

576 Europe in the name of the New York office; that is, they were bought by the direct agency of the New York house? A. Yes, sir.

Q. Then the New York house upon making the purchases and forwarding the goods to the St. Louis house charged up any payments which might have been made or liabilities which it might have incurred to the St. Louis house? A. Yes, sir.

Q. In addition to the business of purchasing supplies to be forwarded to the St. Louis house, the New York office was also the office through which the sales of the returns were made—that is, the sales of furs, peltries and other articles of that sort that were acquired in the course of trade in the Indian country? A. Yes, sir; at least whatever shipment was made to the New York house.

Q. If they did not make it all, they made a very considerable proportion? A. Oh, yes, they made a very considerable proportion.

Q. Now when any supplies were purchased by the New York office and forwarded to the St. Louis office, the expense was put to the credit in the books of the New York office and charged to the account of the St. Louis office? A. Yes, sir, that is so.

Q. Then after the supplies reached here they were charged

577 up to the different outfits and trading posts, and the books will show that? A. The books will show all that; yes, sir.

Q. And whenever any returns of peltries, furs, or anything of that

kind were made by the trading-posts they were made directly with the St. Louis office, were they not? A. They were.

Q. The trading-posts, traders, and outfits had no communication with the New York office, except through the St. Louis office? A. That was generally the case until a later period. As a rule, that was the case. That is the only way the interior posts could give an account of the trade.

Q. I suppose the traders made no purchase themselves at all? A. No, sir; they had no places to purchase.

Q. You never allowed traders to make their own purchases? A. No, sir; they all passed through our hands.

Q. And accounts were kept in the books with each separate outfit? A. All separate.

Q. That has not been sufficiently explained so that the court may understand what an outfit is. I think you had better explain what is meant by an outfit. A. Well, an outfit would be composed of goods of all kinds necessary for the trade of that particular section, and under various designations. Those of the Upper Missouri

578 I might classify thus: There the shipments were made to regular posts—one of them known as the Fort Pierre, another as Fort Clark, another as Fort Berthold, another as Fort McKenzie, another as Fort Sarpy, another as Fort Union, another as Fort Benton. Those were the principal ones. Then, again, there were outposts; but those outposts we did not know. Each trader who had a particular charge of one post furnished others with outfits who went into the interior of the country, and they had outposts which had names—with regard to the Upper Mississippi, I use the general term Upper Mississippi outfits—which were divided in the same way. Goods were shipped to particular traders, and those traders I would mention. For instance, like Mr. Sibley and Dr. Borup, where they were doing business with other traders, and furnish them a certain number of goods.

Q. The goods they got from you in the first place? A. Yes, sir; originally from the houses here.

Q. Then an outfit means such merchandize and supplies as are necessary to carry on the trade for a particular season? A. Yes, sir.

Q. And they were all designated as outfits for a particular year; as, for 1847, 1848, 1849, and so on? A. That is to designate the shipments of goods and the amounts, how much was credited to them in 1850, 1851, 1852, and so on.

579 Q. Just for the purpose of illustrating, take the Upper Mississippi outfits for the year 1850. The Upper Mississippi outfit for the year 1850 would be the supplies of merchandize and other articles necessary to carry on trade that were shipped during that year, wouldn't they? A. Yes, sir; the requisitions would come early in spring, before the navigation was opened for the entire year.

Q. The traders at the posts, and those in charge of the business

in the country where the goods were sold, made their principal requisitions annually, did they? A. Yes, sir.

Q. Well, then, the outfit for any given year is the supply for that year of merchandise and other articles necessary to carry on the trade at that place furnished by the St. Louis house? A. Yes, sir.

Q. And that is so in the case of the North Missouri, or any outfit? A. Yes, sir; any outfit; that is, the general term outfit.

Q. Now, when shipments were made of supplies and merchandise by the St. Louis house to the posts in any given year, they were charged up to what was called the outfit for that year, for the purpose of keeping the different ventures distinct from each other? A. Yes, sir; and then the returns that came in the following spring were credited to that.

Q. I am coming to that. Then, were the charges against that outfit? A. Yes, sir.

580 Q. Now, the traders that dwelt in the Indian country did not sell for cash, as a rule? A. No, sir.

Q. They bought peltries and skins of different kinds for their merchandise, as a rule? A. Yes, sir.

Q. And those were shipped all to the St. Louis house by the trader? A. Yes, sir.

Q. And when those came in here they were treated as belonging to the outfit of that year, for the purpose of accounting and keeping the books, and were credited up to that account in order to keep the business separate upon the books? A. That was so.

Q. Now, that was the general method of doing business with which you were acquainted? A. It was the universal method.

Q. Pierre Chouteau, J., & Co. No. 2 dealt somewhat on credit, didn't they? A. Oh, yes; like other concerns. The bills payable would show that.

Q. Do you know whether that concern ever incurred liabilities, except for supplies that were sent to the Indian country? A. None that I know of. Well, there were other businesses here that Pierre Chouteau, Jr., & Co. No. 2, as well as No. 3, made advances to—packers, for instance.

Q. That is a point I want to come to. In addition to the business of trading in the Indian country, did Pierre Chouteau, Jr., & Co. No. 2 have other ventures or businesses that they were in

581 the habit of carrying on? A. They had.

Q. You may state the general nature of that business? A. Well, in the first place, they frequently had heavy contracts for supplying the Government, not only for the Indian Department, but for the Army Department. There were heavy requisitions for flour, pork, and so on. Pierre Chouteau, Jr., & Co. would make advances to certain parties. There was S. S. Phelps, of Oquaqua, for instance; his name appears frequently. Then there was Wm. Waddingham. Then afterwards Jno. Simmons. I name him particularly, because you may wish to ask me how it is there are certain properties in that

name that appear in the accounts of Pierre Chouteau, Jr., & Co., No. 2.

Q. I am going to come to that after a while. A. And funds were advanced to those parties, who made the purchases of pork, salt and so forth, and those were delivered over to Pierre Chouteau, Jr., & Co., to fill their contracts, both with the Indians and the War Department and for the use of the company.

Q. I will ask you if Pierre Chouteau, Jr., & Co. ever took any contracts directly from the Gov't for furnishing supplies? A. They did; a great many.

Q. Do those appear on the books? A. I think so.

Q. And in some cases, also, they took contracts for supplying the Government? A. Yes, sir; and transportation—transporta-

582 tion for the Gov't was one of our heavy businesses.

Q. You are sure it was carried on by Pierre Chouteau, Jr., & Co., No. 2, and not by your father alone? A. No; I mean Pierre Chouteau, Jr., & Co. My father never did anything of the kind. It was always for the house, either one or the other of the houses.

Q. Do you know how the accounts were kept in the books of these outside ventures that you speak of, outside of the Indian trade? Will you be kind enough to refer to one of those ledgers for the purpose of pointing out how those accounts were kept for the purpose of illustration? A. (Referring to one of the books.) Here is the case of Wm. Waddingham, on page 204 of Ledger No. 1, Pierre Chouteau, Jr., & Co., No. 3. The same will appear upon Ledger No. 2 as well. Here, for instance, is S. S. Phelps.

Q. What was the nature of their business? A. Well, pretty much the same; the putting up and purchasing of pork and corn, as well as trading at the same time. His principal post was at Oquaqua, in Wisconsin, and then again he was trading in Iowa.

Q. It did not cover any of Sibley's or Borup's territory? A. No. sir, it was independent of that entirely. This account is on page 303 of the same ledger.

583 Q. Please explain what your duties were in connection with those outside transactions? A. I had nothing to do with them.

Q. And only know in a general way what they are? A. Yes, sir, being constantly in the office.

Q. You could not give any detailed explanation more than the books themselves show? A. No, sir.

Q. When did Mr. Sanford go to New York? A. He and I left here, *left here*, in the early part of Oct., 1842.

Q. Mr. Sanford went with you? A. Yes, sir.

Q. He previously having lived in St. Louis? A. He always resided here until that time.

Q. He went there for the purpose of taking charge of the New York office of Pierre Chouteau, Jr., & Co., No. 2? A. Yes, sir.

Q. Now, how long, if you can state, did the New York office of

Pierre Chouteau, Jr., & Co., No. 2, continue to transact business under that denomination? A. Until the end of 1851.

Q. When first was there any firm in which Mr. Pierre Chouteau, Jr., was interested in New York, and in which Mr. Sanford was also interested, in which both were interested, doing business in New York, other than the New York office of the firm of Pierre Chouteau, Jr., & Co., No. 2. of St. Louis? A. It was created, I think, in 1842 or 1843, to the best of my recollection.

Q. There was another firm established in New York? A. Yes, sir; it was called Chouteau, Merle & Sanford.

Q. A business was started in New York under the name of
584 Chouteau, Merle & Sanford at that time? A. Yes, sir; the parties were Pierre Chouteau, Jr., Wm. Merle, John F. A. Sanford, Joseph A. Sire and John B. Sarpy. They were interested in that firm.

Q. Now, will you be kind enough to state what the business of that firm was? A. Gen'l commission business for buying and selling products, principally commissions from the West and South.

Q. Will you be kind enough to state whether the business of Chouteau, Merle & Sanford had any connection whatever with the business of Pierre Chouteau, Jr., & Co., No. 2, the St. Louis or the New York office? A. No, sir, it was a separate and distinct firm.

Q. How long did that firm of Chouteau, Merle & Sanford continue to do business? A. Till the year 1850 or 1851. It was put in liquidation at the same time that the branch house was; both were put in liquidation together, Sire & Sarpy retiring from both concerns.

Q. Will you be kind enough to state what concern, if any, succeeded to the business of Chouteau, Merle & Sanford? A. There was another firm, which was created in New York on May 6th, 1852. Here are the articles of copartnership of that firm; that firm was created, as I say, on the 6th of May, 1852, as appears
585 from the articles of agreement, and its title was Pierre Chouteau, Jr., Sanford & Company. Here it only appears with three names, Pierre Chouteau, Jr., John F. A. Sanford and U. A. Murdoch, but in fact George Peabody and Curtis M. Lamson, of London, were partners.

(The articles of copartnership referred to are marked Exhibit 29, J. H., a copy of which is hereto attached bearing the same mark.)

Q. What was the nature of the business carried on by Chouteau, Sanford & Co., or the firm formed under those articles of copartnership? A. Dealing railroad iron.

Q. Mainly importing iron from England and selling it in this country, was it? A. Mainly that.

Q. You may state, if you please, how long this firm of Chouteau, Sandford & Co. continued to transact business? A. I think the articles of agreement were for so many years. To the best of my recollection they commenced winding up the concern in 1855 or 1856, a short time before Mr. Sandford's death. It was put in liquidation previous to Mr. Sandford's death.

Q. Will you be kind enough to state whether any other firm was formed in which Mr. Chouteau and Mr. Sandford were interested as partners other than those you have mentioned to carry on business in the city of New York? A. Yes, sir. On the retirement of Sire and Sarpy from the branch house there was a separate and distinct firm formed, still, however, under the style and name of Pierre Chouteau, Jr., & Co., which firm was composed of Pierre Chouteau, Jr., $\frac{5}{12}$ interest; Jno. F. A. Sanford, $\frac{5}{12}$ interest, and Duncan Lamont, $\frac{1}{6}$ interest.

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Q. The style of this firm was Pierre Chouteau, Jr., & Co., of New York? A. Yes, sir; and the previous branch we always knew it here as the old concern to distinguish it from the new one.

Q. What was the nature of the business of Pierre Chouteau, Jr., & Co., of New York, formed at that time you state? A. The fur business, buying and selling.

Q. They maintained also trading posts in the country, didn't they? A. Well, you can't say trading posts, for they didn't advance, but they had purchasing agencies through the country. They had them at Detroit, Cleveland, Buffalo, and at Evansville. Mr. John S. Prince was agent there for a long time—the same gentleman who is now in St. Paul. Then Gardner, of Milwaukee, was an agent, and in Illinois there was an agent. I can't recollect all the names now, but those persons purchased for cash. All the transactions as between the two houses of Pierre Chouteau, Jr., & Co., No. 3, or the St. Louis firm and Pierre Chouteau, Jr., & Co., of New York, appear fully on the books, which are ready for inspection in Pierre Chouteau & Co., No. 2, and the branch house.

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Q. How long did Mr. Lamont retain his interest in the firm of Pierre Chouteau, Jr., & Co., in New York? A. I think he retired on the first of August, 1854. The firm changed after a certain period and Mr. Lambert became an equal partner, so that Mr. Chouteau had $\frac{1}{3}$, Sandford $\frac{1}{3}$, and Lamont $\frac{1}{3}$. In 1854—the first of August, I believe—Mr. Lamont retired. Then from that date Mr. Chouteau and Mr. Sandford had each one-half interest in the house of Pierre Chouteau, Jr., & Co., of New York, till the day of Mr. Sandford's death, the 5th of May, 1857.

Q. And during the continuance of that firm its business was exclusively dealing in furs and peltries? A. That was ostensibly its business—that was its principal business.

Q. The change in the partners didn't change the character of the business at all? It remained throughout as it had been before? A. Yes, sir.

Q. You may state, if you please, if you yourself had any relations whatever with the firms of Chouteau, Merle & Sandford, Chouteau, Sandford & Co., and Pierre Chouteau, Jr., & Co., of New York? A. I never had.

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Q. You were not in the employment of those concerns? A. I was not.

Q. Now, I will ask you if you have in your possession the books

and papers belonging to either of those concerns? A. I have those of Chouteau, Merle & Sandford, such as were saved from the fire. Their establishment was burned down, and all the books of the branch house, as well as those of Pierre Chouteau, Jr. & Co., I have here.

(Witness produces books, a list of which is hereto attached and marked with the letter "B.")

Q. During the years from 1850 to 1852, inclusive, you were residing in the city of St. Louis? A. I was.

Q. And as you have stated, your business was the purchasing and forwarding of supplies for the trading ports of Pierre Chouteau, Jr., & Co., of St. Louis? A. Whenever my services were needed.

Q. But you were attending to the outside business of the concern? A. Principally.

Q. And during that period of time the financial and inside affairs were conducted by Messrs. Sire & Sarpy? A. Yes, sir.

Q. Your father having general supervision? A. Yes, sir;
589 he had general supervision of all the firms, both here and in New York.

Q. You may state when, if at all, before your father's death, by reason of the failure of his eyesight or otherwise, he was compelled to turn over the management of his affairs to yourself or Dr. Maffitt, or both of you. A. It was turned over principally to myself. That occurred principally from May, 1857, when I became a partner of Mr. Chouteau; but previous to that I had the management of all the outside business, from 1854, up the Missouri river, known as the Missouri outfits; after the death of Capt. Sire that was my first expedition up the Missouri river; then from that date on I took charge of all the Upper Missouri business.

Q. In these years, 1850, 1851, & 1852, you may state whether you were in St. Louis or in New York the principal part of the time. A. I was here, in St. Louis, principally.

Q. You may state, if you know or remember, whether, during the years 1850, 1851, or 1852, any letters were written by Mr. Sanford to any member of the firm here, or by any member of the firm here to Mr. Sanford, in regard to Mr. Sanford's withdrawal from the firm of Pierre Chouteau, Jr., & Co., No. 2, of St. Louis? A. I have filed a letter written by Mr. Sanford, in the first place,
590 to Capt. Sire; secondly, I have filed another letter written by Mr. Chouteau to Mr. Jno. F. A. Sanford. It is marked Exhibit 19, J. H.

Q. Do you know or do you remember of any other letter relating to the subject-matter of Mr. Sandford's withdrawal from the firm, that passed between the parties during that period of time? A. None that came to my notice. I have not examined very particularly in that direction.

Q. I don't think you understand the question. Do you remember having seen any other letters besides those? A. No, sir; my recollection does not call me back to it.

Q. Can you state, to the best of your recollection, that those letters which are produced are the only letters referring to Mr. Sanford's withdrawal from the firm that you have ever seen? A. Oh, I might have seen others.

Q. But have you any impression of having seen any other letters containing any allusion to this particular subject between those years? A. I can't recall them.

Q. Have you made any search anywhere among any papers for the purpose of ascertaining whether any such letters ever ex-
591 isted or passed between the parties? A. Not a thorough one.

Q. You have made such search? A. I have.

Q. When did you make it? A. Very recently.

Q. Never before? A. Never before; it has been principally since this deposition of Mr. Barlow was taken.

Q. You may state where you looked, among what papars, and in whose possession they were? A. The papers are in my possession.

Q. Have you looked among papers in the possession of anybody except yourself? No, sir; I have not.

Q. Do you know who has now possession of Mr. Sire's and Mr. Sarpy's papers? A. I do not; originally they were delivered to Joseph H. Conn, the papers belonging to the estate of Mr. Sire. Mr. Conn is now dead; he was one of the executors of Capt. Sire.

Q. Who delivered those papers to him? A. I don't know whether myself, Dr. Moffitt, or Mr. Isaacs, who was then our bookkeeper, did it; but everything appertaining to the estate was hunted up and delivered to those parties.

Q. The point is, where Capt. Sire had his papers—in the office of Pierre Chouteau, Jr., & Co.? A. Yes, sir.

Q. He kept his private business papers there as well as the
592 papers connected with the firm? A. Yes, sir; as well as Mr. Sarpy; he kept his also there.

Q. After the death of those parties the papers that were belonging to their separate estates were turned over to the executors? A. Yes, sir.

Q. Was any examination made of the papers at that time or subsequently that were turned over, with reference to correspondence between either of those parties & Mr. Sanford, about his retirement from the firm? A. None; no examination was made. As soon as it was perceived that anything was a private letter or private paper belonging to either of them it was put to one side and they were filed up and delivered to them.

Q. Would those papers be accessible anywhere? A. I should suppose so, sir; I never inquired, though.

Q. During that period, adding in the years 1850, 1851, & 1852, you were acquainted with the negotiations that were pending looking to the withdrawal of Mr. Sanford from this house in St. Louis, and of Messrs. Sarpey and Sire from the New York house? A. I was.

Q. Did you ever see any of the correspondence at that time, or did you inspect the correspondence that occurred between the parties? A. No, sir.

Q. You were not interested in doing that? A. No, sir.

Q. It was not part of your duty to inspect the correspon-
593 dence that took place between the parties at that time? A. No, sir; not at all. Mr. Sanford, on his many visits to St. Louis, would stop at my house, at my sister's house, or at my father's house.

Q. But the correspondence on the inspection of the correspondence which passed at that time of course was something outside of your duty? A. Yes, I don't pretend to be familiar with it all.

Q. You would not know the writing of or the signature to any letter unless by mere accident? A. Unless by the books in their possession.

Q. I mean at the time? A. No, sir.

Q. I am speaking of this time when those things were going on. A. Well, with regard to that, the arrangements as between Sire and Sarpy and their retirement from the New York house, as well as the retirement of Mr. Sandford, the parties were all present then.

Q. I am simply speaking of any correspondence that might have occurred between them, that wouldn't have fallen under your eye except by mere accident. A. That is all. I didn't pretend to be custodian of any of it.

Q. From what you had observed of the manner in which Pierre Chouteau jr. & Co. conducted their business it was done in a
594 very systematic and methodical manner? A. It was.

Q. And the books were kept very accurately? A. Very.

Q. Was there ever any difficulty on their part to determine what the liabilities of the firm were? A. None.

Q. There might be a difficulty to ascertain what the assets were, but there was never any difficulty about ascertaining the liabilities? A. None.

Q. The nature of their method of doing business would preclude that? A. The books would show all that.

Q. I call your attention to Journal No. 6 of Pierre Chouteau jr. & Co. No. 2, pages 186 to 205 inclusive. Will you please state, if you can, when those pages were made up and by whom? A. Those pages were made up by Francis Von Pfister and are all dated December 31, 1852.

Q. For all you know they were made at that time? A. Yes, sir, for all I know.

Q. You don't know anything to the contrary? A. No, sir; only I know whom they were made by.

Q. You recognize the handwriting? A. I do.

Q. Do you know of those accounts having been made up at the time? A. No, sir, I do not. There was an understanding on Sandford's retirement from the firm that all the accounts were to be
595 made up to the 31st of December, 1852.

Q. The firm of Pierre Chouteau Jr. & Co. No. 3 recommenced business January 1, 1853, as appears by their ledger. A. Yes, sir.

Q. The firm of Pierre Chouteau Jr. & Co. No. 3 of St. Louis, how long did that firm continue in business? A. It extended to the end of the year 1855 and with the return of the upper Missouri outfit, 1854.

Q. The general nature of the business of No. 3 was the same as that of No. 2? A. Identically the same.

Q. No. 4, when did that commence? A. On the 1st of January, 1856.

Q. And that continued how long? A. That expired on the 1st of April, 1857, on the death of Mr. Sarpy.

Q. State, if you please, who were the members of the firm of Pierre Chouteau, jr., & Co. No. 4? A. Pierre Chouteau, jr., and Jno. B. Sarpy.

Q. Pierre Chouteau, jr. & Co. No. 3 was entirely solvent, was it? A. Entirely.

Q. When did the embarrassments of the business of those firms commence which lead to the assignment? A. There never was any embarrassment in regard to any of the firms in St. Louis.

Q. They were always in such a state that they could liquidate their liabilities at any time? A. Yes, sir, at any moment. The embarrassment which occasioned the assignment of Mr. Chouteau
596 in 1857 were occasioned entirely by the embarrassments of the New York house, and at the time of the assignment the heaviest creditor was the St. Louis house.

Q. It appears from the books which have been shown here, Journal No. 6 of Pierre Chouteau, jr. & Co. No. 2, and Ledger No. 1 of Pierre Chouteau, jr. & Co. No. 3, that the liabilities of the firm of Pierre Chouteau, jr. & Co. No. 2 were transferred to Pierre Chouteau, jr. & Co. No. 3? A. Yes, sir, on their books.

Q. You may state whether Pierre Chouteau, jr. & Co. No. 3 paid off those liabilities. A. They did discharge them all.

Q. Do you know when that was done? A. I do not; I would have to refer to the books

Q. You don't know anything outside of what the books show themselves? A. No, sir; the books themselves show all these transactions.

Q. You don't know anything to the contrary but that they are correct? A. No, sir; such a question was never raised by any one of the partners.

Q. Were there any written articles of agreement to your knowledge in relation to the house of Pierre Chouteau, jr. & Co. of New York? A. None.

Q. Pierre Chouteau, jr. and Sandford & Co. of New York? A. There were; I have filed it in this case as evidence.

597 Q. Now, at the time of the withdrawal of Messrs. Sire and Sarpy from the office in New York, of Pierre Chouteau, jr.,

& Co., No. 2, do you know what the state of the accounts was; do the books show? A. Yes, sir; the books show.

Q. Do you know of Pierre Chouteau, jr., individually paying any of the liabilities of Pierre Chouteau, jr., & Co., No. 2? A. He paid them all.

Q. They were all credited in the books to Pierre Chouteau, jr., & Co., No. 3, were they not? A. They were.

Q. That is the way they were paid? A. They were paid by being transferred from one to the other & assumed and paid by Mr. Chouteau.

Q. What I mean is the way they were paid was the way in which they appear in the books? A. Yes, sir; precisely.

Q. You have examined those books and know that to be a correct statement? A. Well, not all of those old books.

Q. You have no reason to suspect the correctness of them? A. None in the world.

Q. Do you remember the time of the death of Jno. F. A. Sandford? A. On the 5th of May, 1857.

Q. Where were you at that time? A. In New York.

Q. The house of Chouteau, Sandford & Co., had been in liquidation or process of liquidation a year, or such a matter? A. Probably a year or 18 months.

598 Q. It was known immediately upon the death of Mr. Sandford, that the house of Pierre Chouteau, jr., & Co., of New York, had been meeting with serious reverses, and was deeply involved? A. No, sir.

Q. When was that first discovered? A. During the time of the panic of 1857. I think in September, at the time of the assignment.

Q. Shortly before the assignment it was discovered that the house was very much embarrassed? A. It became embarrassed on account of other parties not meeting their liabilities. The firm of Pierre Chouteau, jr., & Co., had a large number of acceptances. The Montana Iron Works, Derbrow Wynne & Sheldon, & Chouteau Harrison & Volle, of which my father was a partner, & other transactions, there is an account of those various firms not meeting their payments promptly, which compelled Mr. Chouteau to make an assignment.

Q. As soon as it was discovered that the firm of Pierre Chouteau, jr., & Co., was badly embarrassed, a good deal of difficulty arose at once between Mr. Chouteau and his interests and those of the executors, didn't there? A. No, sir; I think it only commenced the following spring, the spring of 1858.

599 Q. You participated in the negotiations between them, didn't you? A. I did; but the negotiations for an adjustment, or rather for a compromise, did not begin at that date; we were adjusting the accounts.

Q. What I mean is that there was a matter of settlement between your father and Mr. Sanford's estate, and it had been ascertained that there would be liabilities behind? A. Yes, sir; but it had not commenced at that date.

Q. About when did it commence? A. About the midsummer of 1858. I wasn't there then, but the negotiations for a compromise commenced about the month of October, 1858, after the accounts had been adjusted.

Q. Who represented Mr. Chouteau in carrying on those negotiations? A. Mr. John H. Thompson and U. A. Murdock.

Q. Did Mr. Chouteau participate in them himself? A. I didn't recollect of Mr. Chouteau participating in them, but for a paper, a copy of which Mr. Sam'l L. M. Barlow has attached to his deposition, which was recently taken in New York, which creates a doubt in my mind as to whether Mr. Chouteau ever visited New York after April, 1858; that is, I have no knowledge or recollection of the fact. It would be my opinion that he did not visit New York.

600 Q. It is still possible that he might have visited New York in 1858, during the time of the pendency of these negotiations? A. He might, sir; I know he was not there during the months of Nov. or Dec., and after that date.

Q. Well, this paper bore the date of Oct. Had you yourself any duties in relation to that negotiation; was your business connected with it in any way so that it fell under your supervision? A. Very much so; I was sent by Mr. Chouteau in the latter part of Oct., 1857, to take charge of the business of Pierre Chouteau, jr., & Co., and if possible to settle and compromise or otherwise adjust the affairs of that firm.

Q. Did you yourself hold any interviews upon that subject with Messrs. Gebhard & Barlow, or either of them, for that adjustment? A. Well, sir, I might have done so; because we were constantly together; as far as the arrangement with the creditors of the firm of Pierre Chouteau, jr., & Co., is concerned, the executors had nothing to do with that.

Q. I mean the negotiation that was finally entered into by which the release of agreement was executed, had you anything to do with that? A. Considerable.

Q. Will you please explain your duties in relation to it?

601 A. Well, in the first place, proposition after proposition had been made during the summer of 1858; no satisfactory solution could be arrived at, the executors of Sandford constantly throwing impediments in the way. No sooner was one proposition accepted and we were arriving, as we supposed, at a conclusion, than they would bring in new features which would upset everything and then we had to recommence again.

Q. So that you participated somewhat in that yourself? A. Yes, sir; from December to April—from about the middle of April to the 1st of May, and thence from the middle of October to the 1st of November. I wasn't at all in New York; my business called me out a very great distance. In 1858, 1859, 1860, and 1861 I was always absent from April to November in each year. I generally spent from four to five months in New York in the winter season.

Q. Of course you can't relate what occurred during the months

you were absent? A. No, sir, except by correspondence, and learning the facts after I reached New York.

Q. Did you take possession of the papers and effects after the death of Sandford of the firm of Pierre Chouteau, Jr., & Co., and of Chouteau, Sandford & Co., of New York? A. No, sir; I never had possession of the papers of Pierre Chouteau, Jr., and Sandford
602 & Co. Mr. Murdock by agreement between the parties in interest wound up that concern; I had nothing to do with it.

Q. Did you take possession of the papers of Pierre Chouteau, Jr., & Co. of New York upon the death of Sandford, either yourself or your father? A. My father did; then afterwards all those papers were put in the hands of the assignees.

Q. Upon the death of Mr. Sandford your father, Pierre Chouteau, Jr., took possession of the books and papers and effects of Pierre Chouteau, Jr., & Co., of New York? A. He did.

Q. And he continued to remain in possession of them until the demand was made on him by the executors, Mr. Gebhard and Mr. Barlow; I mean any papers that might have been in the office? A. I delivered those papers myself; Mr. Chouteau lived in St. Louis. I think this was the month either of November or December.

Q. When did you deliver over the private papers to the executors? A. I think in the month of December, 1857.

Q. Did you deliver them all? A. All that I know of, with the exception of one that I discovered here in this desk, which is a private letter from Mr. Chouteau to Sandford—none other. Everything which I found—letters, memoranda, and books that appertained to Mr. Sandford without examining any of them—they were all bundled together, and I accompanied the papers myself to Mr. Gebhard's office, which was then next to the Continental Bank in New York.

603 Q. To the best of your recollection have you ever seen any private papers of Mr. Sandford relating to his business with the firm of Pierre Chouteau, Jr., & Co.—any of the papers other than those you have turned over, and other than the one you now mention as that letter? A. I have no recollection; I examined none of the papers.

Q. You have not seen any in anybody's possession since? A. Well, now, I might have; in the assorting of the papers that belonged to the estate of Sire & Sarpy there might have been some correspondence of Mr. Sandford. I think I assorted those personally myself after their death, because I found the safe was full of papers that belonged to various individuals—various estates—the Labodin estate, the Ludley estate. Mr. McKenzie and I might name a score of them. They had been put in that safe for safe-keeping, and I wanted to get rid of them and delivered them to those parties who had a right to hold them.

Q. In your examination-in-chief you stated, as I understand, in answer to a question put to you by Mr. Wilson, that you had first heard of the claim of Mr. Barlow that a written contract had been entered

into between the members of the firm of Pierre Chouteau, Jr., & Co. No. 2 in regard to the dissolution only recently, since Mr. Barlow gave his deposition in this case. I understood you to say
604 that? A. That is a fact; the information came through a letter from Mr. John S. Prince.

Q. Was that the first time that you ever heard that Mr. Barlow, Mr. Gebhard, or both of them, as executors of Mr. Sandford, made a claim that by the terms of the settlement Sandford was to have 17½ per cent. in the lands in Minnesota free of all claim? A. The first time I ever heard of that.

Q. Do you remember the commencement of a suit in 1860 by Pierre Chouteau, Jr., and the representatives of Sire and Sarpy against John F. A. Sandford and others? A. That suit was commenced in my absence. I know nothing of its commencement. As soon as I heard of the existence of it I begged Mr. Chouteau to desist.

Q. Do you know by whose direction that suit was begun? A. By Mr. Chouteau's, my father's; I so understood from him.

Q. Not by your direction? A. No, sir; not by my direction. On the contrary, I think I was the author of putting a stop to that.

Q. Did you ever read the pleadings in that suit or know their contents? A. I did, but it was a long time ago.

Q. Did you read the pleadings in the suit about the time the suit was commenced or pending, or about the time it was dismissed?

A. I believe that is about the time I read it. I believe it had been commenced.

605 Q. It had been commenced in your absence? A. Yes, sir; and then when I returned I heard of this suit, and a copy of the pleadings and the bill of complaint was forwarded here.

Q. And a copy of the answer also? A. Yes, sir, and the amended answer.

Q. You read those? A. At that time I did. I would have to refresh my memory now to state about them.

Q. Don't you remember in that answer in that suit, or in both answers, the amended and the original, this same claim was asserted? The precise claim that is advanced in this bill? A. I would have to refresh my memory to state in regard to that, it is so long since I read it. It is my recollection that the defence was based on a release given by Mr. Chouteau to the executors of Sanford, in which Mr. Chouteau had relinquished all claims of every kind and nature against Mr. Sanford. And according to my understanding of that paper there was a reservation in it, that everything appertaining to the New York firm was released, and in which Mr. Sanford was a partner, but nothing appertaining to any firm that had ever existed in the city of St. Louis, and in which, Mr. Sanford was a partner; besides which, Pierre Chouteau, jr., & Co., was still in liquidation.

Q. By whose direction was that suit discontinued; that is,
606 who gave the instructions to the attorney to discontinue it?

A. As soon as both Mr. Barlow and Mr. Gebhard showed

a disposition to yield to reason and anything like fairness it was discontinued.

Q. That is not the question; I ask if you remember who gave the instructions to Mr. Chouteau's counsel to withdraw it. Did you give them yourself or Mr. Chouteau? It was withdrawn by instructions from Mr. Chouteau, wasn't it? A. It was withdrawn; I won't be positive whether by myself or Mr. Chouteau.

Q. But it was by his direction through you or through himself? A. It was because they renewed the propositions.

Q. Then when you got back you found all the pleadings made up in the case; that is, you found that the suit had been commenced and a complaint made on behalf of Mr. Chouteau, an answer filed and a reply put in, and the case begun in Minnesota? A. Yes, sir.

Q. Do you remember about the instructions, or do you know from conversations with Mr. Pierre Chouteau, jr., or otherwise, how the instructions to commence the suit were communicated to the attorneys, whether in writing or verbally? A. I think they were in writing because Mr. Chouteau was here.

607 Q. I will ask you to produce the instructions given in writing, or copies of the same to the attorneys who commenced and prosecuted the suit referred to in the State of Minnesota.

(Defendants' counsel objected to the question, as the communications were confidential between attorney & client.)

A. I have examined the letter book of Pierre Chouteau, jr., & Co., No. 5, & on examining that I find no letter to Mr. Officer or Mr. Van Etten. The letter-book covers the period from March 26th, 1859, to October 14, 1861. It might have been through letter written to Mr. Prince.

Q. I call your attention to Exhibit No. 23; please state when & where, and of whom you obtained possession of that letter. A. I got it from John S. Prince, of St. Paul. He delivered me the letter within the last two months in person.

Q. Did he tell you where he got it? A. No, sir; he did not.

Q. Did Pierre Chouteau, jr., & Co., No. 2, own any real estate except in the State of Minnesota? A. Yes, sir; the books will show that.

Q. Where was it? A. Here in St. Louis and its vicinity.

Q. What did those pieces of real estate consist of? A. I refer to the balance sheets which contain the information.

Q. How were they procured by them,—in the course of their business here? A. Yes, sir.

608 Q. For their own use? A. For their own use in settling with parties that owed the firm, and with a view of using it, but with a view of disposing of it again for their own advantage. It was an asset of the house.

Q. What became of that real estate? A. It was divided among Pierre Chouteau, jr., Sire and Sarpy, and taken at the valuation.

Q. When was that? A. The paper will speak for itself. It says:

"Property belonging to P. Chouteau, jr., & Co., No. 2, taken on account by P. Chouteau, jr., Sire & Sarpy, on the 31st day of Dec., 1852," and there is a description of the property.

Q. Do you remember about what time the understanding was arrived at between Messrs. Sanford, Sire & Sarpy, & Chouteau, by which Messrs. Sire & Sarpy withdrew from the New York concern, & Mr. Sanford withdrew from the second concern? A. I think the retirement of Sire and Sarpy from the New York house was during the year 1850, or 1851.

Q. From that time on the parties were making constant preparations to carry out that as far as they could, and to make their business conform to it? A. As far as I know.

609 Q. I call your attention to Exhibits 6, 7, 8, & 9, and ask you where you got possession of these papers? A. In the city of New York.

Q. You found them enclosed in the envelopes as they are now and addressed in the same way? A. Yes, sir.

Q. Did you know of those balance sheets being made out and sent at the time they were sent? A. Yes, sir, I recollect it.

Q. Whereabouts did you find them in the city of New York? A. In a desk which was occupied by both Mr. Chouteau and Mr. Sandford, which desk is now in my possession.

Q. I call your attention to Journal No. 6 of Pierre Chouteau, Jr., & Co. No. 2, and the entries in the journal up to and including page 258, and ask you if they are in the handwriting of Mr. Van Phister? A. They are.

Q. In whose handwriting, if you recognize it, are the subsequent pages 259 & 260? A. They are in the handwriting of Henry Isaacs.

Q. Who was he? A. He was a book-keeper for Pierre Chouteau, Jr., & Co. No. 3, No. 4, and No. 5 until his death. He died in 1865, I think.

Q. Have you any personal knowledge of the correctness of the entries contained in those books? A. I have never compared them.

610 Q. The transactions which are here recorded were made in the office of Pierre Chouteau, Jr., & Co., not under your immediate supervision, were they? A. No, sir, not under my supervision.

Q. The books of account, which are set forth in exhibit marked Letter A, including Ledger No. 3 and Journal No. 6 of Pierre Chouteau, Jr., & Co. No. 2 and Ledger No. 1, and the corresponding journal of Pierre Chouteau, Jr., & Co. No. 3, were all kept in St. Louis? A. Yes, sir, all in the city of St. Louis.

Q. To your knowledge, were any of those books ever inspected by Mr. John F. A. Sandford? A. I don't know of his having inspected them.

Q. They never have been in the city of New York to your knowledge? A. Never to my knowledge.

Q. I call your attention to Exhibit No. 24, and ask you in whose handwriting that exhibit is? A. Mr. Isaacs's.

Q. When and how did that exhibit come into your possession? A. As a balance sheet of Pierre Chouteau, Jr., & Co. No. 2. I don't know how I got it or where it was at the time of the settlement with the executors of Sire and Sarpy, which settlement, however, I had nothing to do with.

Re-direct examination by Mr. WILSON, counsel for the defendant:

611 Q. The several accounts that appear on the books of the several firms of Pierre Chouteau, Jr., & Co. Nos. 2, 3, 4, & 5, which have reference to the affairs of Pierre Chouteau, Jr., & Co., were all made by the book-keepers, who were in the regular employ of the firm at the time the entries were made? A. Yes, sir, the regular book-keepers of the house.

Q. From 1847 to, and including 1852, while you were purchasing agent of the house of Pierre Chouteau, Jr., & Co., were you familiar with the matters in the office? A. Generally.

Q. You had a general knowledge of all that was transpiring in the office? A. As a general thing, I had. The general business of the house I was pretty familiar with.

Q. Did the New York house have the exclusive sale of the skins, peltries, etc., that were received by the house of Pierre Chouteau, Jr., & Co. No. 2? A. All the shipments made to New York.

Q. But not the exclusive sale of all the peltries and skins that belonged to the house of Pierre Chouteau, Jr., & Co.? A. No, sir.

Q. It was only such as were shipped to New York? A. That is all.

Q. And did that comprise the major part of the skins? A. It did.

612 Q. But large sales were made at other places which they had nothing to do with? A. Yes, sir, there were very few articles that were sold here in St. Louis, principally buffalo robes and deer skins.

Q. But the New York house had only to do with what was sold in New York? A. Yes, sir.

Q. It had nothing to do except with the shipments which they received from this house in *New York (?)*? A. Yes, sir.

Q. Now, with regard to the outfits, I want a little fuller explanation with regard to them; as a rule, was anybody but Pierre Chouteau, Jr., & Co. interested in the several outfits which appear upon their books, where the charges were made of outfits—had any other parties an interest in these outfits? A. They had.

Q. So that the interest of Pierre Chouteau, Jr., & Co. in those several outfits could not be ascertained until there had been an accounting between all those parties interested in those particular outfits? A. It was impossible.

Q. There had to be an accounting with the other parties in interest? A. Yes, sir; I will state with regard to the upper Missouri. I was very much more familiar with that than I was with the upper Mississippi. The parties having charge of the outfit received a small

salary, merely enough to maintain them in the Indian country,
613 and depended entirely upon their trade for a profit. They had an interest in the profits alone.

Q. And that was true of most of the several outfits of Pierre Chouteau, Jr., & Co.? A. It was.

Q. The branch house of Pierre Chouteau, Jr., & Co., which existed in New York from 1842 till about 1851, their business was not confined exclusively to doing the business of Pierre Chouteau, Jr., & Co., of St. Louis, in New York, but they had a large business aside from that, hadn't they? A. They had.

Q. That was entirely independent of this St. Louis house? A. Yes, sir. At least it was for the joint account; but they occupied a different territory.

Q. It was not merely the house to do the business of Pierre Chouteau, Jr., & Co., of St. Louis, in New York, but they did a very extensive business outside of that? A. Yes, sir.

Q. Have you examined all the correspondence in your possession, all the papers, manuscripts, and memoranda, in reference to ascertaining if there was any further correspondence with regard to the terms upon which these two houses of Pierre Chouteau, Jr., & Co., of St. Louis and of New York, depended? A. I have.

Q. Have you produced all that you have found? A. I have produced all that I have found bearing on that subject, because, as I stated before, everything in the way of books, letter-press
614 copies, and so on, are put upon exhibit if desired.

Q. In reference to the negotiations for the liquidation of the New York house of Pierre Chouteau, Jr., & Co., and of the St. Louis house of Pierre Chouteau, Jr., & Co., you may state, if you please, whether most of those negotiations were verbal or in writing. A. They were mostly verbal.

Q. You may state between whom they took place, whether all of the several parties interested were frequently in communication with each other verbally, Mr. Sandford here and they there. A. Mr. Sandford was frequently in St. Louis. The business of the New York house required him to make a visit either yearly, or every other year, to the west, and as soon as he reached a certain point and got through with it, he would come down to St. Louis, and spend a few weeks with us, either at my father's house or at my sister's house, or at my house, and then again the several members of the St. Louis house would visit New York, and Mr. Chouteau was constantly going backwards and forwards, spending two or three months in New York and as many months here.

Q. Consulting with his partners here and then going to
615 New York and consulting with Mr. Sanford? A. Yes, sir. Mr. Chouteau had general supervision; in fact, general management of everything.

Q. State whether, as a matter of fact, almost the entire negotiations were through the communications between the parties directly or through the agency of Mr. Chouteau, going from St. Louis to

New York and communicating with Mr. Sanford. What had been communicated to him by the St. Louis parties, and vice versa? A. Yes, sir.

Q. State if most of the negotiations were done in that way? A. Most of the negotiations were done in that way; yes, sir.

Q. And there was very little correspondence in relation to it? A. Very little, I think, came to my notice in the way of correspondence. I have produced everything that I know of bearing upon this subject.

Q. Did you not know, at the time, that such was the fact—that most of these negotiations were made verbally? A. Although what private correspondence passed between them of course I have no knowledge of, I didn't consider it discreet to examine any private correspondence or any private books belonging to any of the members of the firm or any individuals who had deposited papers
616 for safe-keeping.

Q. The duties of your position didn't lead you to do anything of that kind? A. No, sir, I would not have accepted the position if it had been offered. I don't believe I could have given the time to it.

Q. After the transfer of the accounts of Pierre Chouteau, Jr., & Co., No. 2, to Co. No. 3, state whether every item, as a rule, and everything that was paid by Pierre Chouteau, Jr., & Co., No. 3, from Pierre Chouteau, Jr., & Co., No. 2, was charged to the account of Pierre Chouteau, Jr., & Co., No. 2? A. To the best of my knowledge they were, and up to the present day.

Q. And everything that was received by any of the succeeding firms that belonged to the credit of Pierre Chouteau, Jr., & Co., No. 2, appears in their account as credited to that account? A. Yes, sir, as far as I know.

Q. Well, you, in firms No. 3, 4 & 5, were quite an active man, and in No. 5 principally? A. In No. 5 principally I was. In the others I had little or nothing to do with the settling of the books or with the office business.

Q. But you had general knowledge of how the business was being conducted? You had access to the books all the time, were
617 familiar with the entries being made there? A. Oh, very familiar; I had some of the entries made myself in the way of purchases, and the like; I had them charged up.

Q. As the purchasing agent of Company No. 3 you purchased what was necessary to continue on the business of No. 2? A. Yes, sir.

Q. Then you know that the entries are correct? A. Everything that I purchased I know was correct.

Q. You stated that embarrassments came upon the New York house by reason of acceptances made by that house there? A. Yes, sir; of different parties.

Q. By whom were those acceptances made? A. Principally by Mr. Sanford, in the name of the house; I think almost entirely by Mr. Sanford.

Q. The amount of the acceptances was not known to Mr. Chouteau until about the time the assignment was made? A. Many of them were not known to Mr. Chouteau until about the time of that assignment.

Q. You have already stated generally, but I would like to make it a little more specific—the physical condition of Mr. Pierre Chouteau, Jr., at the time of this negotiation in New York with the executors of the estate of Mr. Sandford; those negotiations you
618 stated commenced in the summer of 1858, and were ended in 1859? A. In the spring of 1858, I think, the negotiations commenced; the negotiations were commenced by Mr. Chouteau; I left as soon as I had made arrangements with all the creditors of the house of Pierre Chouteau, jr., & Co.; that point devolved upon me, and I made arrangements with all the creditors. By agreement the house of Pierre Chouteau, Jr., & Co. of St. Louis, was to withhold any claims they had against the New York house until all the eastern creditors were paid, and I was to endorse all Mr. Chouteau's papers, personally, so as to hold me responsible as well as this house, at least (?) Pierre *Pierre* Chouteau, Jr., & Co., No. 5. In the spring of 1858 Mr. Chouteau's health was very good, and his eyesight was good. Mr. Chouteau's eyesight commenced to fail in the summer of 1858, and he became totally blind in the early part of 1859, but previous to that he had to be led about; he could could see daylight.

Q. That was prior to Christmas, 1858, that his eyesight became so affected that he (?) *he* had to be led around? A. Yes, sir.

Q. You have already stated that the negotiations for the
619 settlement of the affairs of the New York house, after the death of Mr. Sanford, with the executors, was at one time entirely broken off; state, if you please, what the occasion of the breaking off of those negotiations was. A. That was on the occasion of the executors insisting that Mr. Chouteau should assume all liabilities of every nature that might hereafter and for all time to come appear against the estate.

Q. Of Pierre Chouteau Jr. & Co.? A. Of Mr. Sandford, because the representatives of Mr. Chouteau had already agreed under his instructions to assume all the liabilities of the firm of Pierre Chouteau Jr. & Co., of New York, but they further added that Mr. Chouteau should assume all liabilities, as I stated previously.

Q. State whether Mr. Lord ever acted as an attorney for Mr. Chouteau until at the time of the breaking off of the negotiations or afterwards. A. From that time; he had not prior to that time acted as attorney in this matter; he was called in upon that occasion for the first time under instructions from Mr. Chouteau to bring suit against the executors.

Q. State if the several parties in interest here, including Mr. Sandford, ever stated to you the terms and conditions upon which the two several houses of Pierre Chouteau Jr. & Co., No. 2,—
620 that is the original house these (?), the one that Sire and Sarpy

withdrew from in 1851, and Pierre Chouteau Jr. & Co., No. 2, of St. Louis were being liquidated, whether you ever had a personal conversation with those parties in relation to those matters.

(Plaintiff's counsel objected to the question as incompetent, all the parties being now dead.)

A. Frequently.

Q. With Mr. Sandford you were very intimate in New York? A. Yes, sir, and when here.

Q. When he was here on these visits, did he usually make either your house or your sister's house his stopping place? A. At that time I resided in my father's house on Market street; in after years he stopped in this house that we are now in; he stopped either at my father's house, my sister's house, or my house.

Q. You were on intimate and familiar terms with all the members of that house? A. Very familiar.

Q. Not only in business matters but socially? A. Yes, sir.

Q. And the relations they bore to the firm was a matter of frequent conversation between you when Mr. Sandford came
621 here to look after matters, and when you were there in relation to business matters there? A. Very frequent.

Q. And you were entirely familiar by conversations made to you by the several parties with all the terms of that arrangement? A. I was.

Q. State whether at that time you had an interest in either of the houses? A. None whatever.

Q. You were simply an employee & son of Mr. Chouteau, but your position in it was simply as an employee? A. That was all.

Q. You have testified in regard to some real property in Saint Louis, belonging to the firm of Pierre Chouteau, jr., & Co.; how was that real property obtained by that firm? A. Through the course of business.

Q. In payment of debts that were due and not otherwise? A. Yes, sir.

Q. Never by direct purchase? A. Not to my knowledge; I don't recollect of any ever purchased by the firm.

Q. It was all taken in liquidation of debts due to the firm? A. Yes, sir; due by others parties.

Q. Exhibit 6 is in evidence in the envelope directed to Mr. Sire, New York; state where Mr. Sire was at the time that exhibit was sent to him, which is the handwriting of Mr. Von Pfis-
622 ter? A. He was in the city of New York at that time; the object of Mr. Sire's visit to New York at that was that parties might agree as to whether they were going to continue the Upper Mississippi business with Borup and Sibley; it was supposed that if they were to close the business on the 1st of July, 1853, it would be exceedingly detrimental to that interest, & they therefore concluded to continue for two years longer.

Q. Then the object of Mr. Sire's visit was for the purpose of consulting with Mr. Sandford and Mr. Chouteau? A. Yes, sir; they

were all New York. Mr. Borup was in New York as well as Gen'l Sibley; but the agreement which is here shown was drawn in Washington city. Mr. Sire and Mr. Borup went on to Washington as Gen'l Sibley could not make it convenient to remain in New York, he being at that time a delegate in Congress from Minnesota.

Q. It was for the purpose of consulting between the parties in interest, including Borup, Sibley, Sandford, Sire, and all the parties that went to New York, and this statement was sent there for their information to guide them in their judgment whether they should continue in business or not? A. Yes, sir.

623 Q. And one of the purposes was to consult with Mr. Sandford in reference to the matter? A. That was so.

Q. You have stated that during those negotiations for this compromise which was ultimately effected, of the affairs of the second house in New York, after the death of Mr. Sandford, with the executors, you were present and took part in those negotiations; that you represented Mr. Chouteau; state whether any time during the negotiations any letter, such as is testified to by Mr. Barlow, as having been in his possession, as written by Mr. Chouteau to Mr. Sandford, making a proposition, was ever exhibited to you? A. Never.

Q. Was there any mention made of any such letter at that time? A. Never.

Q. You took possession of all the papers in the New York house; you were sent there for that purpose? A. I was sent there for that purpose by Mr. Chouteau to take charge of what there was of the New York office.

Q. Did you deliver to the executors or any representatives of Mr. Sanford all the private correspondence of Mr. Sandford, including his private letter book? A. Everything that I could possibly

624 lay my hands on that could be found in the office at that time; and think it was in the month of Dec., 1857.

Q. They were delivered to Mr. Gebhard, one of the executors? A. They were delivered to him by myself, personally.

Q. And you have never had access to or seen any of them since that time? A. No, sir; never.

Q. You have already stated that you examined the correspondence. Have you found among that correspondence that took place between Mr. Sandford and the members of the house here any letters from Mr. Sandford to the house itself, or to any member of the house, purporting to accept any proposition that had been made to him by them as to the terms of his withdrawal from the firm? A. I have looked through those years, both in the letter books of Pierre Chouteau, jr., & Co., of New York and St. Louis, and I cannot find anything of the kind.

Q. And in the letters rec'd from Mr. Sandford, you find no letter of that kind? A. None from the house to Mr. Sandford or from Mr. Sandford to the house.

Q. You have a general knowledge as to the truthfulness and ac-

curateness of all those several charges that appear upon the
625 books that are in evidence here in this case concerning these matters? A. Yes, sir.

Q. And they are accurate and truthful to the best of your knowledge? A. Yes, sir; to the best of my knowledge and belief they are. They were never disputed.

Q. You had general knowledge of them at the time they were made? A. A great many of them, particularly those under No. 5; I had a perfect knowledge of those commencing with No. 5.

Q. Those you know are correct, and the others you have a general knowledge of? A. Yes, sir; but those were under my own supervision; in fact many of those collections were made by myself.

CHARLES P. CHOUTEAU.

Subscribed and sworn to before me this 26th day of April, 1877.

[NOTARIAL SEAL.] GEO. BROWN,
Notary Public, St. Louis County, Mo.

626 Feuille de balance de P. Chouteau, Jr., & Co., New York, au 31 Décembre, 1850, avec intéret au 31 Dec., 1851:

Balance		$331,238 00
A Deduire.		
20 p. ct. sur les profits d'assurances	$690 00	
Dettes plutot mauvaises que douteuses	2,748 00	
Int. de Mr. Lamont evaluè a	5,600 00	
Chouteau, Merle & Sanford a régler aussitot que possible	145,453 88	
		154,491 88
Balance net a ce jour		$176,746 12

Laissant les pertes sur les paux (qui ne sont pas encore counu) a régler avec les affaires de Chouteau, Merle & Sanford.

La balance ci haut a diviser sur un capital de		$500,000 00
P. Chouteau, Jr	$240,000	
John B. Sarpy	86,666⅔	
John F. A. Sanford	86,666⅔	
Jos. A. Sire	86,666⅔	
		$ 500,000 00

La balance mentionuè ci haut de		$176,746 12
à diviser comme suit:		
P. Chouteau, Jr	$84,838 14	
John B. Sarpy	30,635 99	
John F. A. Sanford	30,635 99	
Jos. A. Sire	30,636 00	
		176,746 12

New York, 14 May, 1852. P. CHOUTEAU, JR.

(Indorsed:) P. Chouteau, Jr., & Co.; New York, 31 Dec., 1851; résumé de la feuille de balance; B.; Exhibit No. 1.

627 The balance sheet of P. Chouteau, Jr., & Co., New York, from the 31st December, 1850, with interest to the 31st December, 1851:

Balance		$331,238 00
Deduct.		
20 per ct. of certified profits	$690 00	
Debts regarded as worthless or doubtful	2,748 00	
Mr. Lamont's interest estimated at	5,600 00	
Chouteau, Merle & Sanford's interest, to be determined as soon as possible	145,453 88	
		$154,491 88
Net balance at this date		$176,746 12

Thus leaving the losses upon the pelts (furs), which are not yet known, to be determined with the business of Chouteau, Merle & Sanford.

The balance hereinabove named to be divided into a capital stock of		$500,000 00
P. Chouteau, Jr.	$240,000	
John B. Sarpy	86,666⅔	
John F. A. Sanford	86,666⅔	
Jos. A. Sier	86,666⅔	
		$500,000 00
The balance hereinabove named of		$176,746 12
to be divided as follows:		
P. Chouteau, Jr.	$84,838 14	
John B. Sarpy	30,635 99	
John F. A. Sanford	30,635 99	
Jos. A. Sier	30,636 00	
		$176,746 12

New York, May 14, 1852. P. CHOUTEAU, JR.

(Indorsed:) Pierre Chouteau, Jr., & Co.; New York, 31st December, 1851; abstract of balance sheet; B.; Exhibit No. 1.

628 *Exhibit 2.—J. H.*

NEW YORK, Sept. 30, '50.

MY DEAR SIR: Your several letters of 14th, 18th, & 21st are at hand, and I note with interest their various contents, &c. The amount of money yet required for the settlement of the business of

'50, at St. Louis, is certainly very large, but give yourself no uneasiness about drawing on us. Our credit is fortunately pretty good, and our names would have been ample at all times had it not been for the large amount absorbed by C. M. & Sanford, which God only knows if it ever will be got back. They have now $120,000 capital besides interest, and I fear a good part of it has been lost. With prudence and good management the losses may be made up again in three or four years, but it will require more attention from me or some other of the interested parties than has heretofore been given. That house ought to have made money. Had you been here with me it would have shown a handsome result instead of a loss of 50 or 60,000. I hope, however, that we will now confine Merle to his commission business, and in the end the matter will turn out
629 well. I think you have acted wisely in approving of the arrangement made between Borup & Chute. If we keep the entire control in our hands the Ewings may be kept straight, but give them the least chance and they will cheat us. I am getting heartily sick of our St. Louis Indian trade. Formerly it was a good business, but for past ten years we have worked for nothing, except an interest on the capital employed. This for me, who has little capital in the house, is a poor business; but such as it was I was always content, and cared for nothing beyond my salary and what was necessary for my personal expenses. But circumstances have changed. My expenses and wants have fearfully increased the past few months, and I must try and meet them by increased exertion or interest in present business or abandon it for something else which promises better results. I am now a fixture here, and if it can be so arranged I would greatly prefer having all my interest here where the *good* or *ill* success will depend mainly upon myself, and where the losses or gains will fall properly upon my own shoulders. I have a plan or proposition in view which I will propose to Mr. Chouteau in a few days, and which may probably meet all your views. My interest *here* is too little, and I wish it increased. My share
630 at St. Louis can be either discontinued in part or whole, as may be deemed best for the interest of the house. But enough of this for the present.

There are so many demands just now (and will continue for a long time) against my purse that I will have to ask you the favor to do what I requested when last at St. Louis, which is to remit or transfer to my credit here all the money rec'd on my private account since March, 1849. This is but right, and I wish it, because I don't like to see so large a balance staring me *in the face* here. The amounts rec'd from the following sources should be transmitted, viz: From the public sale of property at farm, say $24 or 2500; from Lucas Christy & the party buying Mrs. Emerson's land at Rock Spring, their interest, say about..... 1500
For two or three dividends Marine Insurance..... 375
For Mrs. Clark's dividends of B'k Missouri.....
For hire Mrs. C.'s negroes, and also for Solomon, if any has

been collected, & I presume there has, or any other money received on my account or my sister's.....

I hope, also, that the shot tower has the attention of Sarpy or yourself, & that we will receive this fall a cash dividend. The business must certainly have been good, and the capital last year was ample. Pray attend to this. I would also thank you to say to my
631 friend Sarpy that I wish him to sell (if he has not already done so) my remaining interest in the Central Repose property. The am't is not much, but I would rather have it just now in cash than to wait for any improvement. Let it be sold for cash or very short credit, and the proceeds remitted to me. I would also like a statement of my acct. since March, 1849. I had no statement last year.

We are getting on very well with the delivery of robes; are nearly through Campbell's lot; think it will pay you a handsome profit. The gross average will not be from 3.50 round, from which, of course, will be deducted profits, insurance commissions, &c., &c. How the fur business of this year will turn out I can't say, but feel satisfied there will be no loss, but there are so many things occurring constantly in Europe to mar prospects that I fear to predict. Your New Madrid purchases have turned out much better than I expected, and your losses on the whole will be but trifling. The coming year's business is going to be dangerous for our N. W. operations, as there is going to be strong & wild competition. Let me hear from you often.

Yours truly, in haste,

J. F. A. SANFORD.

Recapitulation of sundry shipments Furs and Skins from Lake Superior to New York apc. ren'd as per packing accounts sent us by Ch. H. Oakes, Leporte.

632

	Shan Deer. No. Skins.	Weight.	Beaver. No. of Skins.	Black Bear.	Black Cub Bear.	Otter Skins.	Otter Cub Skins.	Fisher.	Marten.	Cross Fox.	Red Fox.	Silver Fox.	Gray Fox.	Lynx.	Raccoon.	Wolves.	Wolverines.	Badger.	Muskrat.	Mink.	Weasels.	Castorine.
P. C. I. and Co. No. 1 @ 6.....	2	4	88	104	13	18	33	6	5													

(Endorsed:) To Jos. A. Sire; Jno. F. A. Sanford, New York, Sept. 30, 1850; received Oct. 7; answered Oct. 29, at Martin's, on my way to St. Paul; A; exhibit 2; J. H. (Copy.)

633 *Exhibit 3.—J. H.*

Articles of agreement made and concluded at Mendota, in the county of Dakota, and Territory of Minnesota, this 30th day of October, A. D. 1849, by and between Pierre Chouteau, junior, and Company, of Saint Louis, in the State of Missouri, of the first part, and Henry H. Sibley, of Mendota aforesaid, and Charles W. Borup, of St. Paul, in the Territory aforesaid, of the second part:

Witnesseth, That whereas an agreement was made by and between Henry M. Rice, for the said P. Chouteau, junior, and Company, H. H. Sibley, Sylvanus B. Lowry, and himself, of the one part, and the said Charles W. Borup, of the other part, dated the 7th day of August, 1849, to carry on the trade, jointly, with the Chippewa Indians, and whereas a dissolution of copartnership having since taken place between the said P. Chouteau, jr., and H. H. Sibley, and the said Henry M. Rice, acting for himself, and the said Sylvanus B. Lowry, which renders necessary that a full and entire re-organization of the whole business or trade carried on hitherto with the whites, as also the Sioux, Winnebago, and Chippewa tribes of Indians, should take place, it is hereby understood and agreed upon that said agreement of the 7th day of August, 1849, shall be null and void, and as if it had never been entered into, and, in lieu thereof, it is hereby covenanted and agreed upon by and between the said Pierre
634 Chouteau, junior, and Company, parties of the first part, and the said Henry H. Sibley and Charles W. Borup, parties of the second part, in manner following, to wit:

Article 1st. Said P. Chouteau, junior, and Company, parties of the first part, for and in consideration of certain covenants and agreements hereinafter made, do hereby covenant and agree, with the said parties of the second part, to furnish all such goods and supplies of every kind, as may be necessary or so deemed by said parties of the second part, for the trade with the whites or with the tribes of Sioux, Chippewa, and Winnebago Indians, or other tribes which may be removed to the country contemplated by this agreement. Said goods or supplies to be purchased in foreign countries, or in the United States, as may be most advantageous, and upon the most favorable terms, which said goods or supplies shall be charged to said parties of the second part at actual cost and charges, only adding five per cent. commission; and the said parties of the first part hereby further covenant and agree not to furnish, nor cause to be furnished to any other person or persons goods of any description which can or may be used in the trade with the whites or Indians contemplated by this agreement; and such disbursements of money as may be necessary in the prosecution of the business con-
635 templated by this agreement, shall be made by said parties of the first part, on the drafts or requisitions of said parties of the second part, with no other charge than that of interest, which shall in all cases be charged and allowed at the rate of six per cent. per annum.

Article 2d. The general business contemplated by this agreement shall be known as Northern Outfit, and shall consist of Sioux Outfit, which shall be in charge of said Sibley, and Minnesota Outfit, including the Winnebago and Chippewa trade, which shall be in charge of said Borup, each of whom shall have the special supervision of his own department, subject only to the general control of said parties of the first part; and said parties of the second part hereby covenant and agree to do all in their power to advance the interests of said Northern Outfit, and to engage or be concerned in no business, directly or indirectly, which can in anywise interfere with the business contemplated by this agreement. The limits of Northern Outfit shall embrace all the country heretofore belonging to Sioux and Winnebago and Chippewa Outfits. Said business of Northern Outfit shall be divided into forty-eight shares, of which thirty-two shall appertain to said parties of the first part, and eight each to said parties of the second part. And it is further covenanted and
636 agreed upon by the parties hereto that said Sibley and Borup, parties of the second part, shall each receive fifteen hundred dollars per annum additional for their services, to be charged as an item of account to their respective outfits, with such board and lodging as are usual in the country, but they shall bear all their other personal expenses. They shall pay ten per cent. upon the costs and charges of all goods taken by them from the *out* for their private uses.

Article 3d. The business of Northern Outfit aforesaid shall commence from the day of the date of this agreement, and shall continue until the first day of July, A. D. 1852, when it shall be brought to a close, unless renewed by consent of the parties. Inventories of all kinds of goods, merchandise, articles in use, and other property belonging to the late business of Winnebago and Chippewa Outfit, at Crow Wing, Long Prairie, and St. Paul shall be taken as soon as practicable, and shall be charged as part of the stock of Minnesota Outfit, and as due the first of November next, (1849.) The inventories of all other posts in the Winnebago and Chippewa country belonging to the late outfit aforesaid, together with the inventories of the inland posts transferred to said late outfit by said Charles W. Borup, under the agreement of 7th August last, (1849,) aforesaid, excepting at
637 the before mentioned places, shall be taken to account as delivered and due on the first day of July last, (1849,) which was the beginning of the current fiscal year. It shall be so likewise with the inventories of Sioux Outfit, with the exception of the property or real estate at Mendota, which belongs to St. Peter's Outfit 1847, and shall not be considered as being transferred to the present year's outfit. But in order to recompense said St. Peter's Outfit 1847 for the use of said Mendota building and real estate, a charge shall be made of four hundred dollars per annum to the Sioux Outfit contemplated by this agreement, which shall be credited each year to St. Peter's Outfit 1847 in the books of said parties of the first part in St. Louis for the rent thereof.

Article 4. Books of account shall be kept by said parties of the second part, which shall show all the transactions of their respective outfits, and which shall be at all times subject to the inspection of said parties of the first part, or their authorized agent, and an inventory shall be taken by each of the parties of the second part at the close of the trading operations of each spring year, which shall show all the goods, property, and effects on hand from their respective outfits. The rule in taking all inventories shall be, that sound and undamaged goods shall be taken to account at cost prices, 638 and such as are damaged, together with all necessary buildings, shall be taken at a fair valuation. The debts either of whites or Indians which may necessarily accrue in the prosecution of the business contemplated by this agreement shall not be taken to account as part of the inventory, but a schedule thereof shall be appended thereto. The debts due to Sioux or Winnebago and Chippewa outfits 1848, or to Winnebago and Chippewa outfit 1849, shall remain as part of the just assets of said outfits, and shall not be considered as belonging to the business contemplated by this agreement, but the parties hereto shall use every exertion to secure and collect said debts for the benefit of the respective outfits to which they belong.

Article 5. All the returns of said northern outfit, whether of furs and skins or other articles, shall be sent direct at the close of the trading operations of each spring to said parties of the first part in St. Louis, who shall make an offer to said parties of the second part for said returns, which, if not accepted, said returns shall be shipped by said parties of the first part to Europé, New York, or elsewhere, to be disposed of to the best advantage for the benefit of said outfit, the said parties of the first part having the right to charge five per cent. commission on the gross amount of said sales. Any 639 money which may be collected by said parties of the second part in the course of the trade contemplated by this agreement shall be remitted to said parties of the first part as soon as realized, except such sums as it may be necessary to retain to meet the just engagements of said northern outfit. All returns as well as all goods and supplies to be furnished for the business of said northern outfit, being procured with the capital of said P. Chouteau, Junior, and Company, is hereby expressly declared to be the property of said parties of the first part, said parties of the second part having a claim only to their proportion of profits which may accrue, salary, &c., as hereinbefore specified. It is understood, however, that the parties of the second part shall each have in his own charge the engaging of such clerks and men and making such other arrangements as may be necessary in conducting the affairs of his own outfit.

Article 6. Should the business contemplated by this agreement be brought to a close at the expiration of term—that is to say, on the third day of July, A. D. 1852—by consent of the parties, in such event the property on hand shall be sold for the benefit of said northern outfit, and a division of the profits or declaration of the

losses shall then, and the debts due said outfit either by whites
640 or Indians shall be disposed of in such manner as may be agreed upon by the parties hereto.

In witness whereof the parties hereunto set their hands and seals at Mendota aforesaid the day and year first above written.

P. CHOUTEAU, JR., AND CO. [SEAL.]
HENRY H. SIBLEY. [SEAL.]
CHS. W. BORUP. [SEAL.]

Signed and sealed in presence of—
JNO. GEORGE LAMMON.
JOSEPH MOSHER.

"*Note.*"—There is an error in article 3d with regard to the inventories taken to account by Winnebago and Chippewa outfit. These are due and payable on the first day of May next (1850.)

CHS. W. BORUP.

The foregoing agreement is this day renewed by common consent of the parties hereto for one year from the 1st day of July, A. D. 1852, until the 1st day of July, 1853, when it will expire and the business be brought to a close in manner as herein specified unless again renewed by the parties hereto.

Saint Paul, January 20, 1852.

P. CHOUTEAU, JR., AND CO.
HENRY H. SIBLEY,
Per F. B. SIBLEY.
CH. W. BORUP.
FREDERIC B. SIBLEY.

In presence of—
DANIEL ROHER.

641 *Exhibit* 4.—*J. H.*

Memoranda of agreement made and concluded at Washington City, District of Columbia, by and between P. Chouteau, Junior, and Co., of Saint Louis, in the State of Missouri, of the one part, and Charles W. Borup, H. H. Sibley, and Frederick B. Sibley, by H. H. Sibley, of Minnesota Territory, of the other part, witnesseth: That whereas by agreement between the said parties made and concluded at Mendota, in said Territory, on the 30 October, 1849, and subsequently renewed on 21 January, 1852, for one year from 1 July, 1852, the trade with the whites and Indians was to be carried on under certain conditions for the joint account of said parties in the proportion set forth in said agreement; and whereas said agreement will expire by its own limitation on the 1st of July next (1853), it is hereby agreed upon by said parties that the business contemplated by said agreement shall be further conducted with a view to the final conclusion and winding up thereof on the following conditions, to wit:

First. Should the said Henry H. Sibley, party as above, be ap-

pointed Governor of said Minnesota Territory, his interest in the Indian trade shall be considered as having ceased on the 1st January last (1853), and be settled by the transfer of his said interest on that day to said parties of the first part and to the other parties
642 of the second part, as may appear by the books of Northern outfit (so called.)

Secondly. The business contemplated by said agreement shall be entirely closed, if possible, on the first day of July, 1855, or as much sooner as the interests of the parties hereto will permit, and on that day, or as soon thereafter as practicable, a final settlement of all the affairs of said Northern outfit shall take place in the manner prescribed in the agreement before mentioned, or in such other mode as may be agreed upon by the parties hereto.

Thirdly. This agreement shall not be considered as interfering with or deciding any points of disagreement as to the accounts heretofore kept of the business of the different years as kept in the books of said parties of the first part, all such points of dispute being left open for future settlement.

Fourthly. The parties of the second part shall each conduct the business of his separate outfit according to his best discretion and judgment, having the close thereof in view as aforesaid.

Fifthly. This agreement shall not be binding on Frederic B. Sibley, one of the parties of the second part, until he has given his assent.

Sixthly. In the final disposition of the real estate and other
643 property on hand on the day fixed for the final closing of the business contemplated by this agreement a due regard shall be had for the interests of all the parties concerned.

Given under our hands in Washington City aforesaid, this sixteenth day of March, A. D. 1853.

P. CHOUTEAU, JR., & Co. [SEAL.]
CH. W. BORUP. [SEAL.]
H. H. SIBLEY. [SEAL.]
F. B. SIBLEY, [SEAL.]
By H. H. SIBLEY.

Signed, sealed, and delivered in presence of us—
BEN C. EASTMAN.
ANDW. G. CHATFIELD.

644 (Indorsed:) P. Chouteau, Jr., and Co. with H. H. Sibley and Borup; Extension to 1855; Exhibit 4; J. H. (In pencil:) Did Sanford know of this extension? (Copy.)

645 *Exhibit* 5.—*J. H.*

Whereas John F. A. Sanford, esq., of the city of New York, has withdrawn from the firm of P. Chouteau, jr., & Co., of Saint Louis, (known as firm No. 2,) and his interests in said firm ended with the returns of Upper Missouri outfit 1851, in the year 1852, and also that

all transfers as far as possible have been made on the 31st December, 1852, as the books of the said concern will show: It is therefore agreed by and between the undersigned that they will continue business under the same title as heretofore, "P. Chouteau, jr., & Co.," but known on their books as firm No. 3. Commencing on the first day of January, 1853, and including Upper Missouri outfit 1852, in which John F. A. Sanford has no interest.

The interest of each of the subscribers to this agreement will be as follows, to wit:

Pierre Chouteau, Jun'r.,	240	shares out of	500	or	48 per cent.
John B. Sarpy,	130	" "	"		26 per cent.
Joseph A. Sire,	130	" "	"		26 per cent.
	500				100

The business contemplated by this agreement will continue until the end of the year 1855, with the returns of Upper Missouri outfit 1854, with the understanding that in event of the death of either of the above interested parties, their or his interest will continne
646 until the expiration of this agreement.

Saint Louis, August 30, 1853.

P. CHOUTEAU, JR. [SEAL.]
JOHN B. SARPY. [SEAL.]
JOS. A. SIRE. [SEAL.]

Signed and sealed in presence of—
CHAS. P. CHOUTEAU.
F. V. PHISTER.

647 *Exhibit 6.—J. H.*

SAINT LOUIS, *Jan'y* 13, 1853.

P. CHOUTEAU, JUNIOR, Esq.,
En route to New York.

DEAR SIR: I hand you herewith balance sheet of affairs of P. Chouteau, Junior, and Co., No. 2, with list of bills receivable, and also statement showing as near as possible the situation of the concern.

You will find besides the settlement of dividend made by Pratte, Chouteau, and Co., and how that part belonging to the estate of B. Pratte will be divided among the heirs. The form of receipt to be taken from those living in New York is also enclosed, and you will bear in mind to make Mr. Crooks apply that portion coming to him to his old indebtedness.

You have also the settlement had by you with John Simonds for Chouteau, Merle and Sanford, as it appears on the books of P. Ch., jr., and Co., No. 3.

Ever yours truly, JOS. H. SIRE.

Exhibit 6.—*J. H.*

648 *Balance* 31 *December*, 1852.

Merchandise		$15,225 03	Credit P. and Loss.
Profit and Loss		242,387 13	do. do.
Charges	$20,689 89		Debit do.
Retail store		4,234 70	Credit do.
Skins		13,904 05	do. do.
Bills receivable	11,684 62		Refer to list, most bad and doubtful.
Bills payable		3,060 00	There are stock notes pay't of Co. stock in Minn. Ins. and Co.
Upper Mo. O. 1851	687 98		Good, we believe.
Sioux O. 1851	37,889 56		Sibly's Outfit.
Upper Mo. O. 1850		618 00	Credit P. and L.
Upper Miss. O. 1849	17,175 76		Dr. P. and L. worthless.
Minnesota Outfit 1851	30,321 43		Borup's Outfit.
Sioux Outfit 1850	35,231 23		Sibly's do.
Sioux Outfit 1849	11,787 20		do. do.
Sioux Outfit 1848		2,864 15	To go to cr. of Sibly's Outfit.
Sac. Outfit		915 91	1-3 to cr. of profit and loss.
St. Peter's Outfit 1846	4,790 43		Sibley Outfit.
Western Outfit 1845	27,788 80		Sibley do.
Winnebago and Chippewa O	94,936 66		Rice H. M. Dr. P. and L. } Sibley is responsible for 1-6.
Winnebago and Chippewa O '49	27,694 28		do. do. do. }
Minnesota Outfit 1849	73,364 93		Borup's Outfit.
Minnesota Outfit 1850	78,683 32		do. do.
P. A. Sarpy Bluffs		1,980 00	
C. and F. Chouteau, Delaware O.		4,126 50	
P. Chouteau, Jr., and Co., No. 1		180 80	
I. Swart	10,088 47		This claim depends collection of claim.
Sioux O. 1852	59,978 54		Sibly Outfit.
649 St. Peters Outfit 1847	13,540 14		Sibly outfit. This O. owns Mendota.
Fort John Outfit "Papin"	19,277 32		To be transferred to apc. P. C. J. and Co. No. 3.
Minnesota Outfit 1852	5,630 45		Borup O.
P. Chouteau, Jr., and Co., No 3		319,859 05	Mostly due 31 December, 1852.
Estate P. Chouteau, Sr		12,451 33	Cannot be transferred for some time.
A. L. Chouteau		17 75	
I. Kipp	3,185 52		Bad, except U. M. O. should be very successful.
H. H. Sibly		7,627 91	This will go towards paying his share of losses; since has remitted to N. Y. concern $10,000.
F. B. Sibly		497 10	" " " " " since has remitted to N. Y. concern $25,000.
Estate D. Lamart		65,455 12	Cannot be transferred till time of settling in probate.
T. Gimsbey		1,943 88	To be transferred.
A. Culbetson	794 27		Transferred and paid since.
Property on 2d st		22,731 00	Cr. Profit and Loss.
Property block 5		14,259 51	do. do.
Hadley property		3,471 41	do. do.
Suspense acc't	178 30		Dr. do.
Shipm'ts N. Y. 1851		1,718 62	Cr. do.
D. Lamont	31 45		
Real estate, Springfield		410 40	Cr. do.
Springfield props. in Co.		312 64	To be divided with D. Lamart estate, Cabanne and ourselves.
J. E. Beylle and Co., our acc't	382 69		Good.
Land Columbia Bottom		93 17	Cr. Profit and Loss.
Land Clay Co		80 00	do. do.
S. S. Phelps per cent. 1851		2,546 67	Not yet settled, but we think all goes to P and L.
Praps. I. Small in Co.		2,408 29	Cr. Profit and Loss.
Ship. New York 1852	142,609 84		Sales of robes ought to make this acc't good.
St. Bt. West Newton stock	815 80		We believe will pay, but are not very good.
Property block 43		146 95	Cr. P. and L.
Ship'mt in Co. R. Campbell 1852	39,302 83		Good, and must help other shipt's.
Dr. T. B. S. Macdonnell	2,224 51		Secured for ⅔ by collateral.
650 T. D. S. Macdonnell	3,689 18		Claim against Potter in hands Ewing.
L. Howard ad'm	193 42		Good.
Tongue acc't 1851		329 74	Cr. P. and L.
Telegraph stock	445 00		Dr. P. and L. don't pay anything.
Shipm't with R. Campbell 1851		4,909 37	Cr. P. and L.
Props. St. Joseph		13 84	Cr. P. and L.
H. H. Baber	31 08		Very doubtful.
Lot Carondelet		210 57	Cr. P. and L.

Stock Union Ins. Co. V. M. O. '49..	2,900 00		This is represented by bills payable $3,600.
" " " Endora.....	562 63		
Lot Carondelet D.....	501 02		Dr. P. and L.
C. Larpenteur.....		759 65	
St. Louis and Mo. Telegraph.....	200 00		Don't pay anything.
Citizens' Ins. Co. stock.....	3,880 00		Nominal value was taken for losses by fire, 1849.
Transportation Ft. Laramie.....		604 48	Not yet settled, will give more.
Estate D. Girard.....		1,757 01	
St. Bt. Amelia Lapsby.....	181 65		Worthless, Dr. P. and L.
W. Laidlow.....	1,679 98		do. do.
Shipm't N. Y. M. O. / L. S. \	877 30		
" " Lessieur.....	22,777 13		We hope the loss upon the two shipt's will be more than covered by ship't acc't (general) and ship't acc't, Campbell ⅔.
Purchase Oaks acc't.....	13,628 32		
J. B. Lafame.....		450 00	
Shipm't N. Y. P. A. Sarpy.....	1,988 43		Belongs to A. A. Sarpy. Good.
" " Wolves, Campbell..	638 70		must give a profit
651 Shipm't N. Y. Delaware O	4,156 83		Belong to Delaware O. Good.
Tongue acc't 1852.....		567 60	We believe will all be Profit and Loss.
F. Rencarte.....		93 65	
S. G. Mason and Co.....	5 25		Good.
Consignm't to C. W. Borup.....	305 12		Borup O.
Sarpy Ferry Boat.....	7,078 29		Good.
Shipm't N. Y. Sioux O.....	21,033 37		
" " M. O.....	8,201 16		
Emilio Davis.....		400 00	
Shipm't N. Y. L. S. M. O. / A. \	1,959 98		
P. Menard.....	8 00		Good, if we can see him.
C. T. Wilgens, adm.....		176 00	
W. F. Dyer and Co.....		20 85	
B. McNulty.....	8 00	20 85	
	$867,688 06	$867,688 06	

(Indorsed:) Bal. sheet, December 31, 1852; Exhibit C, J. H.

Total of assets per face ledger			$867,688 06
LESS.			
Apc. Charges	$20,689 89		
" Bills receivable	11,684 62		
" Winnebago and Chippewa O. '48	94,936 66		
" " " O. '49	27,694 28		
" Kip	3,185 52		
" Insurance acc't	178 30		
" Upper Mo. O. 1849	17,175 76		
" D. and T. D. S. McDonell—may give a loss of 6 or 700 $	700 00		
" Telegraph stock worthless	445 00		
" H. H. Baber, very doubtful	31 08		
" Lot Carondelet D	501 02		
" St. Louis and Mo. Telegraph	200 00		
" St. boat Amelia, loss by	181 65		
" Wm. Laidlaw	1,679 88		
	$179,283 66		
Allowance made on inventories of U. M. O. '51, traasferred to U. M. O. '52	$21,155 82		
		$200,439 48	
Leaves		$667,248 58	
		$667,248 50	

Total of liabilities per face ledger			$867,688 06
LESS.			
Apc. Merchandise	$15,225 03		
" Profit and loss	242,837 13		
" Retail store	4,234 70		
" Skins 1852	13,904 05		
" Upper Mo. O. 1850	618 00		
" Sac. Outfit, old apc. $915.91½	305 30		
" Property on 2d st	22,731 00		
" Property block No. 5	14,259 51		
" Halsey property	3,471 41		
" Shipm't to New York 1851	1,718 62		
" Real estate Springfield	410 40		
" Land Columbia bottom	93 17		
" Land in Clay Co	80 00		
" S. S. Phelps 1851	2,546 67		
" Property Joe Small in Co	2,408 29		
" Property block No. 43	146 95		
" Tongue apc. 1851	329 74		
" Ship't New York with Campbell	4,909 37		
" Property St. Joseph	13 84		
" Lot Carondelet	210 57		
" Transportation Ft. Laramie	604 48		
" Tongue apc. 1852	567 60	331,625 83	
Leaves		$536,062 23	
Balance profit and loss		131,186 35	
(Over for remarks.)		$667,248 50	

655 By the foregoing statement it appears that on the 31 Dec., '52, there is a net gain of $131,186.35. This gain will really exist if the outfit of Sibley and Borup gives no loss, which, however, is not probable for the loss. These apcs. stand as follows:

H. H. Sibley.

Western outfit 1845	$27,788 80	Interest calculated to 1st July, '52.
St. Peter's outfit 1846	4,790 43	
" " 1847	13,540 14	
Sioux outfit 1848, cr. $2,864.15		
Sioux outfit 1849	11,787 70	
" " 1850	35,231 23	
" " 1851	37,889 56	
" " 1852	59,978 54	
	$191,006 40	

No interest added yet.

We have rec'd in New York from Mr. Sibley, placed to cr. of Sioux outfit 1852 upon new books $133,379 60

Balance $57,626 80

for which we will have the inventories, which must be large from the quantity of goods sent late in the fall; the returns in furs, skins, and moneys of O. '52 and some real estate. Though it may be, and I am inclined to think so until I receive a balance sheet, that the outfits is indebted to good many persons who are credited on the books of the said outfit. Minnesota outfits owe the following:

C. W. Borup.

	31 Dec., 1853.		
Minnesota O. 1849,	$77,766 83....	$73,364 93	Interest calculated to 31 October, '52.
do. " 1850,	83,404 32....	78,683 32	
do. " 1851,	33,525 56 ...	30,321 43	
do. " 1852,	26,088 33....	5,630 45	No interest calculated.
	$220,785 04	$188,000 13	

I have nothing by which I can ascertain the resources of that concern, except that Borup promises it will turn out well. It must in my opinion give a loss. But how much? I have no idea, nor will I until I have received statement of affairs, and see what assets there are to meet such liabilities. In my opinion we will have continue to avoid *too great loss;* but if we do, Mr. H. Sibley and his brother, who are both interested in the*ir* affairs of Minnesota outfit as much as
652 they are in those of Sioux outfit, *must* take an active part in the continuation of that business. Mr. Frederick Sibley is a competent business man, excellent book-keeper, and a man of strict integrity, and he should take charge of the books of the outfit. Mr. H. Sibley, whilst winding up Sioux outfit, (which must take some time,) could also attend to the business of Minnesota O. It will be for you and Sanford to consult him, and know what he intends to do. But when you confer with him do not let him forget that *he,* as well

as his brother, are both responsible to the extent of their interest for the losses of Minnesota O. I know the Sibleys, and believe they fear the idea of being in debt, and we *must now* have somebody in whom we can place the most implicit confidence, so as to understand the business of Borup, and not leave everything in his hands, he being book-keeper, cashier, &c., &c. Speak to Sibley confidentially, and *feel him* before you propose him to take an active part in Minnesota O. Whether Sibley takes an active part or not, I think we are bound to continue, provided we are satisfied by balance sheet and statement of affairs that everything is right, or at least appears so. But should we force a liquidation, I fear that the loss will be very heavy, at least for us, as the other parties have nothing to pay. I ought to have called your attention to the Winnebago and Chippewa Outfits, 1848, '49. $122,630.94 carried to profit and loss, and upon which Mr. H. H. Sibley is responsible of one-sixth for his interest. Mr. Sibley has a cr. ac't balance sheet of $7,627.91; also of $10,000 paid in New York, which must be for his share of losses. The sum of $49,710 as per balance sheet, and $2,500 paid in New York for ac't F. B. Sibley, will also be to meet part of the losses.

St. Louis, Aug. 13, 1853.

Yours always, JOS. A. SIRE.

656 *Bills Receivable* 31 *December*, 1852. *P. C., Jr., and Co., No.* 2.

J. Oeedad	$15 00	Bad.
L. P. Sanger	55 00	do.
W. Laidlow	2,322 00	do.
J. Kipp	4,716 57	
G. Edwards	25 00	Bad.
E. F. Chouteau	327 24	This might be good if his mother is willing to pay.
do.	327 25	
J. F. Vim	71 61	Bad.
do.	60 00	do.
do.	100 00	do.
J. Sykes	100 00	do.
J. Thornburn	60 38	do.
O. H. Perry	91 66	Mr. Sanford knows the party, and is good, as Mr. Sanford is responsible.
L. P. Smith	300 00	In suit, but doubtful.
A. Isadoe	8 45	Good.
A. M. Stanbey	25 00	Bad.
E. H. Glinn	500 00	In suit, but doubtful
J. D. Lasley	71 00	Good.
Arm	6 00	Good.
J. Rogers, Jr	500 00	In suit, but doubtful.
D. T. Child	547 39	" "
Antonio Goeck	20 00	Bad.
A. Gatzter	717 38	This party lives in Chicago, and has been one of our best customers for the last four years. Lately we heard from H. Y. Moon that, under pretext of going to New York, he had run away with a young girl, and that our debt was in great danger. His 2 notes are now in the hands of H. Y. Moon.
do.	717 37	
	$11,684 62	

(Indorsed:) Bills receivable; P. C., Jr. and Co., No. 1; 31 Dec., 1852.

657 *Ex. 7.—J. H.*

PIERRE CHOUTEAU, JR., Esq., New York.

SAINT LOUIS, *Février* 18, 1853.

CHER MONSIEUR: Virtà bien longtemps que je n'ai en le plaisir de vous écrire directement, d'abord parce que j'attendais une réponse à ma lettre du 21 du mois dernier, et aussi qu' étant occupé avec les arbitres dans votre affaire avec McKenzie je croyais pouvoir vous annouucer quelque chose de definitif. D'après mes deux dépêches du 15 et 16 courant vous vous serez sans donte donté que votre dépêche du dix mème ne su' éta pas parvenue. Si cette malheureuse dépêche m' était anivéc. J'aumais avisé Borup que je ne pouvais pas aller à New York et peut etre serait il venu ici directement, maintenant il est trop tard, et quand vous receviéz celle ci, il sua sans donte avec vous. D'après vos deux dépêches du 10 et 16. Je comprends que vous ne vous proposez pas d'entrer dans de nouveaux arrangemens avec Borup et Sibley, quand vous verrez ces messieurs à New York, mais qu' au contraire vous désirez qu' ils vienment à St. Louis ensemble après la cession du Congrès. Si vous
ne faètes rien avec ces messieurs, c'est donc sur moi que vous
658 comptez pour faire de nouveaux arrangemens quand ils seront à St. Louis. Si vous aviez dû revenir ici avec eux, et su' aider de vos conseils dans des arrangemens aussi considérables, je vous avone franchement que je l' amais préféré. Je redonte de continuer des affaires qui demandent un aussi grand capital, et surtout de les confier exclusivement à une seule porsonne, car quand même lussions nous la confiance la plus-illimitée dans l'hounéteté et la capacité du docteur Borup, il peut lui survenir un accident et dans un cas de malheur que deviendraient nos intérêts? Si nous continuons les affaires dans ce pays (je veux dire Minnesota Outfit pour encore trois aus pour correspondre avec nos affaires du Haut Missouri), et close les affaires de Sioux Outfit aussi vête que possible, ce ne serait qu' à la condition que Sibley on sou frère prenne une part active dans l'office de Borup on Minnesota Outfit. Je vous ai déjà deux fois manifesté mon opinion à cet égard, et j' espère que vous penserez comme moi. Si Monsieur Sibley ne vend pas consentir à notre proposition, et que son frère ne vent pas tenir les lions de Borup, dans ce cas là je ne ferais pas de nouveaux arrangemens, quand même nous devrons perdre en liquidation tout dans ce pays là. Sibley peut songer qu' il est grandement interessé dans les affaires générales des Northern Outfits, et si le traite le tire de
659 dettes pour les affaires de Sioux Outfit et aussi de Rice il doit réfléction que si les affaires de Borup donnent de la perte, lui et son frère devraient en supporter leur part.

Avec de la prudence et du temps je suis d' opinion que ces affaires

pounont se terminer sans pertes par rapport à l' augmentation des proprietées, mais si Borup doit nous jeter dans de nouvelles speculations comme il a fait l' année dernière dans les bois de pin et exetres, il vaut mieuxen finir, une bonne for à présent, puisque nos contrats expiront par limitation le 1er de juillet prochain.

Borup vous présentera un état d'affaires favorable mais comme vous n' êtes pos capable de juger de la valeur des ressources que figureront sur sa feuille de balance. Sibley doit vous donner sur opinion sur ces valeurs, telles que comptes de " " "saw-logs," "hotel," "real estate," et inventaires de marchandises dans les pays sauvages, qui formeront la plus grande partie des ressources (assets).

Par les feuilles de balance de P. Ch., Jr., et Co., No. 2, que vous avez emporté avec vous, et aussi par celle que je vous remets à présent, fixé an 1er février, vous vonez combien les outfits de Borup nous doivent (Minnesota outfits). C'est énorme! et je ne sais pas l'il n' y a pas d'autres dettes (liabilities) qui ne paraissent pas sur nos livres mais qui peut être paraissent sur les livres de L'Outfit.

660 Si vous voyez que Sibley et sur frère ne veulent pas se joindre à Borup pour une continuation avec la condition positive de prendre une part active dans les affaires de Minnesota, et par conséquent que nous en venions à une liquidation, assurez vous avant de prendre la determination de liquider si Sibley et sou frère voudiont nous représenter nou sentement pour veiller à nos interêts mais aussi auxleurs. Une pareille liquidation devra prendre beaucoup de temps, et vous savez que je peux diffieilment su' absentee de la maison ici. Il nous faudra absolument quelqu' un de confinnees et je ne vois que Sibley et sou frère. Je vous diraimême que si pour les induire à veiller à nos interêts vous devriez leur donnec une forte compensation si ils réussissent. Sougez bien que tout ce que vous ordonnez à Sibley dans ces affaires sua plus respecté que si je le faisais moimême. Sibley s' est trouvé choqué de quelques lettres que je lui ai écrit pour ses affaires, et depuis ce temps là, il y a beaucoup de refroidissement entre nous. Il su' a anssi écrit que ma correspondence avec Borup était trep sevére. Ainsi croyez moi ce n' est pas pendant votre absence que de nouveaux arrangemens devront avoir lieu mais qu' au contraire ils doivent être faits avec vous et ces messieurs pendant qu' ils serout à New York. Malheureusement Sanford n' est pas là pour vous aider et Lamont

661 n'est pas assez conciliant, d'ailleurs lui et Borup ne s'aiment pas. En cas que vous fassiez des arrangemens, Sibley est si honnête homme que vous pouvez vous confier entièrement à lui pour faire un nouveau contrat et que s'il vous promet quelque chose, vous pourrez compter sur lui. Maintement je dois vous dire franchement que si vous ne faêtes sien de définitif avec ces messieurs pendant que vous serez ensemble, je craius que je ne su accorde pas avec eux, paiesque j'ai la certitude que Sibley a des pupu ges contre moi, et qu' ensuite, comme à son ordinaire, il ne voudre pas rester assez long temps pour me donnes tout le temps dont je ponnais avon besoin. Maintenant un mot pour l'affairs McKenzie. Il n'y a sien encore

de décidé. Les arbitres nommés par la cour sont Messrs. Woodruff, Brooks, et Willis King, tous hommes d'honneur et impartials, à leur demande. Ofister leur a pour ni un compte de profits et pestes, de ce que dans sou opinion les profits des affaires de 1842, a 1845 ent été, (comme vous devez penser c'est moi que li fait ce compte,) aes profits de ces quatre années là se montent à environ $30,000, ce que ferait pour la part de McKenzie (10 per c.) $3,000. En outre il aura un dixieme de ce qui aura été calenté de western outfit 1845,
662 et deplus combien lui sera t-il alloué pour son voyage du haut Missouri? Contre ces réclamations là je ne vois que le bonus de $2,000, pour différence d'interets selon l'arrangement fait par Sanford.

De nouveaux temoiganges ont été pris, nous avous en celui de Taylor prouvant tout ce que nous avious fait pour conduise ses affaires (McK.) pendant son absence. Mais ce qué est beaucoup en sa faveur c'est une lettre que vous lui avez écrit de New York avont son départ pour le Missouri, et que vous avez sans doute oubliés paneque vous ne copiez jamais vos lettres. Cette lettre est réellement une prière que vous lui faîtes de faire le voyage da Missouri, *et vous considerez ce voyaje comme un si grand sacrifice que vous craignez de lui faire cette* demande, & & &. Certainement d'après une panille lettre il fallait que tout alla bien mal et que vous considérez sa présence plus que nécessaire. Mais nous avous pour nous qu'il ne pent pas prouen que son voyage ait été d'anenu profit aux affaires da haut Missouri. En attendant que je vous envois le montant de ce que nous doit l'outfit de Borup je vous remets ci-joint deux feuilles de balance (face of ledger) une pour la nouvelle maison P. C., Jr., & Co., No. 3, et l'autre pour la bieille maison P. C., Jr., & Co., No. 2, en paraissent jusqu'au Fébrier courant les sormnes suivantes au
663 débit des Minnesota outfits, viz.:

Interêt comptés jusqu'au 31 Octob., 1852.

Minnesota O., 1849.....	$73,364 93
" O., 1850.....	78,683 32
" O., 1851	30,321 43
" O., 1852.....	5,018 40
Consign't to C. W. Borup....	305 12
	$187,693 20

Les retours en fourruses pour 1837 sont credités suivant notre shipment acc't.

Rorup doit devoir à Chouteau H. et Vallé à moins qu'il n'ait pas bluda de fer.

Adieu jusqu'à demain ou pent être après ou je me propose d'être plus ponctuel à vous écrire. J'ai vu votre dame hier an soir, elle est assez bien. Rebecca se joint à moi pour vous saluce.

Amiealement, JOSEPH A. SIRE.

J'espère de reccovir um lettre de vous demain ou après.

664 *Exhibit 7.—J. H.*

St. Louis, 19 *Febr.*, 1853.

P. Chouteau, Jr., Esq., New York.

Dear Sir: Je vous ai énis hier une longue lettre, et ce matin comme je m'y attendais j'ai seçu votre chère lettre du 12 du méme. Je savais par votre famille que depuis longtemps vous étiez indisposé, mais je vois avec plaisir que vous vous trónvez mieux et j'espère cette fois ci que vou médecins ne se sont pas trompés, et que vous continuerez à vous mieux porter.

Pour ce que legarde la continuation des affaires de Borup, je ne peux que vous repéter ce que je vous ai dis hier, c'est que si nous continuous avec lui il faut que Monr. H. Sibley s'engage positivement *avec vous*, et *cela par écrit* que lui et sou frère preudront une part active dans les affaires futures de Borup. C'est à dire que le frère de Hy. Sibley demurera à St. Paul, sera le teneur des livres, et en même temps comme associé, sera consulté par Borup dans tout ce qui se fera. Sans de pareilles conditions, nons courrons encore le risque de nous voir jeter dans de nouvelles avances, et Dieu
665 sait nous en avous déjà assez! En outre, en cas qu'un malheur anibât à Borup, nous auvous quelqu'un qui connaitra aussi bien que lui la situation de ses affaires, malgré que je crose que ses livres soient bien tenens. Je crains que les conditions que j'ai mentionné ce-haut pent ètre ne conviendrout pas à Monr. Henry Sibley et sou frèn, Parre que je crois que Frederick Sibley ne voudra pas laisser Mendota pour venir demeures à St. Paul, et qu'il prefère demeures avec la famille de sou frère Henry.

Les affaires de Sioux outfit 1852, devenir finú au mois de Juillet 1853, avec les retours en fourrures il ene semble que Henry Sibley pourrait les continuer lui mème, ou bien que pendant sou absence, elles soient transferées à Saint Paul à Minnesota outfit.

Je répète encore, si les conditions ci haut ne conviennent pas à ces Messieurs, il vant mieux en finú. Dussions nous perdre une cenquantaine de mille dollars par les affaires de Borup, plutot que de continuer comme par le passé avec Borup et Sibley séparément comme nous avous fait depuis 1849. Mais aussi pensez bien que dans le cas où nous en finerions qu'il vous faut obtenir les
666 services des deux Sibley, qui, je vous le répète sont tous les deux hommes d'honneur et d'intégrité. Leurs intérêts, *comme intéresses* doivent leur faire comprendre facilement toute l'importance qu'ils y veillent eux-mêmes.

Je ne sais pas ce que Henry Sibley se propose de faire apris sou terme au Congrès. Peut-étre essaiera-t-il d'être gouverneur, ce qui lui donnerait en meme temps la place de superintendent ex-officio des affaires sauvages? Mais dans tous les cas il est nécessaire que lui et sou frére nons donne leur aide en cas d'une liquidation des affaires de Borup.

Je crains que je ni alarme inutilement et que quand vous aurez ou

Sibley, vous le trouverez prêt â farre tout ce que vous voudrez, soit que nous continuions ou que nous liquidions les affaires de Borup.

Avant de concluse des arrangemens avec Borup, voyez Sibley privément et consultez vous bien avec lui. Référez vous aussi â mes observations sur la feuille de balance que vous avez emporté avec vous. Comme je suis placé, je ne peux que former des conjectures sur les dispositions de H. Sibley et de Borup.

J'ai fait faire le compte des outfits de Borup. Jusqú â ce
667 jour, et que je vous remets ci-joint en cas que dans le cours de la conversation que vous ayez besoin de vous y referer.

Vous observirez qu'ils différent peu de ce qu'ils paraissent sur la feuille de balance de P. C., Jr., et Co. No. 2 que je vous ai remis hier.

Adieu tout bien chez vous votre devoiré & ami,

JOS. A. SIRE.

Il me faudra tirer sur la Maison, lundi â 1 ou 3 jours de vue de $5, à $10,090 à demi d'escompte. Ce serait trop perdre pour nous que de tirer à 30 à 60 jours de vue.

J'aurai préféré que Sanford vous ecrivai avant sou départ et que Sarpy et moi sachions â quoi nous en tenir pour la shot tower. Les inventaires des plombs et autres choses font partie des profits jusqú au 31 Decembre, 1852. Je n'ai pas encore vu votre bonne dame mais je la verrai ce soir où demain dimanche.

668 *Exhibit* 7.—*J. H.*

ST. LOUIS, *Febr.* 18, 1853.

P. CHOUTEAU, JUN, Esq., New York.

DEAR SIR: It has been a long time since I have had the pleasure of writing to you directly, first, because I was awaiting an answer to my letter of the 21st of last month, and also being occupied in arbitrating your affairs with Mr. McKenzie, I thought I would be able to announce to you something definite. After my two dispatches of the 15 & 16 current, you will be no doubt doubtful that your dispatch of the 10 inst. had not reached me. If I had received that unlucky dispatch I should have advised Borup that I could not go to New York, and perhaps he would have come directly. Now it is too late, and when you receive this he will no doubt be with you. After your two dispatches of the 10 & 16, I understand that you do not propose yourself to enter into new arrangements with Borup & Sibley, when you see those gentlemen in New York, but on the contrary you desire that they come to St. Louis together after the session of Congress. If you do nothing with those gentlemen, it is then on me that you count to make new arrangements when they arrive in
St. Louis. If you had concluded to return here with them,
669 and aid me with your counsel in such considerable arrangements, I admit to you frankly that I would have preferred it. I am doubtful about continuing affairs which *he* demand so large a capital, and above all confide them exclusively to one person. Because, no matter whether we have unlimited confidence in the honesty

and confidence of Doct. Borup, an accident might happen to him, and in case of such misfortune what would become of our interests? If we continue the affairs in this country, (I wish to direct Minnesota outfit for again three years, to correspond with our affairs of the Upper Missouri) and close the affairs of the Sioux outfit as soon as possible. It would be upon condition that Sibley or his brother take an active part in the office of Borup or Minnesota Outfit. I have already twice manifested to you to my opinion in regard to this, and I hope you think as I do. If Mr. Sibley does not wish to consent to our proposition, and his brother does not wish to keep the books of Mr. Borup: in such case I would make no new arrangement, notwithstanding we ought to loose in liquidating all in that country. Sibley ought to think that he is largely interested in the general affairs of the Northern Outfit. And if the treaty draws him from debt for the affairs of the Sioux Outfit and also of Rice. He ought to reflect that if the affairs of Borup make a loss, he and his brother ought to stand their proportion. With prudence and time, I am of the opinion
670 that his affairs can terminate without loss, on account of the augmentation of the properties; but if Borup proposes to throw us into new speculations as he did last year in the woods of pine and others.

It is better to finish in good faith at present, since our contracts expire by limitation the 1st of July next. Borup will present to you a favorable state of affairs, but as you are not capable of judging of the value of the resources which will figure on the balance sheet, Sibley ought to give you his opinion on the values, in such accounts as "Moulen a Sue," "Sawlogs Hotel" real estate and inventories of merchandise in the Indian countries, which will form the largest portion of the resources. By the balance sheet of P. Ch., Jr., & Co., No. 2, which you took with you, and also by the one which I remit to you at present, fixed to 1st February, you will see how much the outfits of Borup (Minnesota O.) owes us. It is enormous, and I do not know but what there are other debts (liabilities) which do not appear upon our books, but which perhaps appear upon the books of the outfit. If you see that Sibley and his brother do not wish to join with Borup for a continuation with the positive condition to take an active part in the affairs in Minnesota, and in consequence of which we will look toward a liquidation. Assure yourself, before taking the determination to liquidate, if Sibley and his brother would be willing to represent us, not only to look after our interests,
671 but also for their own. Such liquidation ought to take a good deal of time, and you know that it is with difficulty that I can absent myself from the house here. We will positively have to have some one in confidence, and I see only Sibley and his brother. I would even say to you that to induce them to watch our interests you ought to give him a strong compensation if he requires. Think well upon everything you order to Sibley in these affairs will be more respected and than if I were to do it myself. Sibley considered himself shocked from some letters which I wrote to him about his

affairs, and since that time there is a good deal of coolness between us. He also wrote me that my correspondence with Borup was too severe. And thus, believe me, it is not during your absence that any new arrangement should take place, but, on the contrary, they ought to be made with you and these gentlemen whilst they are in New York. Unfortunately, Sanford is not there to help you, and Lamont is not enough, besides he and Borup do not like one another. In case you make arrangements, Sibley is so honest a man that you can confide entirely in him to make a new contract, and, if he promises you anything, you can count upon him. Now, I ought to tell you frankly, that if you do nothing definitely with these gentlemen, whilst you are together, I fear I will not agree with them, because I am certain that Sibley is prejudiced against me, and
672 also, as is usual with him, he would not be willing to stay long enough to give me all the time which I might be in need of. Now, one word in regard to the McKenzie affair. There is nothing yet decided. The arbitrators appointed by the court are Mess. Woodruff, Brook, and Willis King, all honorable and impartial men. At their request Pfister has furnished them an account of profit and loss, which, in his opinion, were the profits from 1842 to 1845 (as you should think it was I who had made this account.)

The profits of these four years will reach in the neighborhood of $30,000, which would make McKenzie's part ten per cent, $3,000. And, also, he will have one-tenth of what will have been collected from the Western outfit 1845. And, moreover, how much will be allowed to him for his voyage of the Upper Missouri? Against his reclamations there, I see nothing but the bonus of $2,000—for difference of interests in accordance with the arrangement made by Sanford. Some new testimony has been taken, and we have in that of Taylor's proven all we have done to conduct his (McK.'s) affairs during his absence. But that which is a great deal in his favor is a letter which you wrote to him from New York, before he left for the Missouri, and which you had no doubt forgotten, since you never copy your letters. That letter is in fact a prayer which you make to him to make the voyage of the Missouri. *And you considered the voyage as such grand sacrifice that you feared to make the de-*
673 *mand of him, &c., &c.* Certainly after such letter it followed that everything was going very badly, and that you considered his presence more than necessary. But we have for us that he cannot prove that his voyage was of any profit whatever to the affairs of the Upper Missouri. In waiting till I send you the total of what is due us from the Outfit Borup, I remit to you these two joint balance sheets (face of ledger.) One for the new house P. C., J., & Co., No. 3, and the other for the old house, P. C., J., & Co., No. 2, upon which appears, up to the 1st February current, the following sums to the debits of the Minnesota outfits, viz.:

Interest calculated till 31 October, 1852.	Minnesota O., 1849.....	$73,364 93
	Minnesota O., 1850.....	78,683 32
	Minnesota O., 1851.....	30,321 43
	Minnesota O., 1852.....	5,018 40
	Consign't to C. W. Borup.....	305 12
		$187,693 20

The returns of furs for 1851 are credited, following our shipment account. Borup ought to owe Chouteau H. & Valle, unless he should not have sold some furs. Good-by till to-morrow, or perhaps after, when I propose to be more punctual in writing to you. I saw your lady last night. She is well enough. Rebecca joins me with in saluting you.

Amiably, JOS. A. SIRE.

I hope to receive a letter from you to-morrow or after.

674

ST. LOUIS, *February* 19, 1853.

P. CHOUTEAU, JR., Esq.

DEAR SIR: I wrote you a long letter on yesterday, and this morning as I was writing I received your dear letter of the 12th inst. I knew from your family that for a long time you were indisposed, but I see with pleasure that you find yourself better, and I hope that this time your medicines have not failed, and that you will continue to get better. As regards to the continuation of the affairs of Borup, I can only repeat to you what I wrote on yesterday, which is, that if we continue with him it will be necessary that Mr. H. Sibley engage himself *positively* with you, and *that in writing*, that he and his brother will take an active part in the future affairs of Borup. That is to say, that the brother of H. Sibley shall live at St. Paul, shall keep the books, and at the same time, as partner, shall be consulted by Borup in all that he shall do. Without similar conditions we again run the risk of seeing ourselves thrown in new risks, and God knows we have already enough. And otherwise, in a misfortune should happen to Borup, we shall have some one who knows as well as he the situation of his affairs, notwithstanding that I believe that his books are well kept. I fear that the conditions that I have mentioned perhaps will not suit Mr. Henry Sibley and his brother, because I do not believe that Frederick Sibley will be willing
675 to leave Mendota to go and live at St. Paul, and that he prefers living with the family of his brother. The affairs of Sioux O 1852 ought to finish in the month of July, 1853, with the returns in furs. It seems to me that Henry Sibley could continue there himself, or else, pending his absence, Eller Loant transferred to St. Paul to the Minnesota outfit. I repeat again, that if these conditions of this offer does not suit these gentlemen, it will be much better to finish them. Ought we lose fifty thousand dollars by the affairs of Borup, sooner than to continue as we have done in the past

with Borup and Sibley *separately*, as we have done since 1849? But also think well that in the case that we furnish that you must obtain the services of the two Sibleys, that I repeat to you are both men of honor and integrity. Their interests as interested ought to make them easily understand all the importance that they should oversee themselves. I do not know what Henry Sibley proposes to do with himself after his term in Congress; perhaps he will try and be Governor, which will give him at the same time the place of superintendent ex-officio of the "Indian affairs." But in any case it is necessary that he and his brother shall give us their aid in case of a liquidation of the affairs of Borup. I believe that I alarm
676 myself uselessly, and that when you will have seen Sibley you will find him ready to do all you wish, whether we wish to continue or liquidate the affairs of Borup. Before concluding any arrangements with Borup see Sibley privately, and consult well with him. Refer yourself also to my observations on the balance sheet that you took with you. As I am placed I can only form conjectures upon the dispositions of Sibley and Borup. I have had made out the account of the outfit of Borup up to this date, and that I remit to you this joint in case that in the course of the conversation you may have to refer yourself to them. You will observe that they differ little from the balance sheet of P. C. J. & Co., No. 2, which I sent to you on yesterday. Good-bye. All well at your house.

Yours devoutly and friend,

JOS. A. SIRE.

I will have to draw on the house Monday at one to three days' sight for $5 to $10,000 at half discount. It would be too much loss for you than to draw at thirty or sixty days' sight. I would prefer that Sanford should write to us before his departure, and that Sarpy and I should know in what to keep ourselves for the Shot Tower. The inventories of the plomb and other things for part of the profits to the 31st December, 1852. I have not yet seen your good lady, but I will see her to-night or to-morrow, Sunday.

677 *List of Real Estate, P. C. J. & Co., No. 2.*

		VALUATION.	
Fo. 315 prop'y, Joel Small in Co. our ⅛:			
	Dr. 902.05	Worth	$3,300
320 prop'y block No. 43:			
	Cost, $23,000.00	$100 per ft.,	2,500
351 property in St. Joseph, Mo.:			
	Dr. $183.66	I have no idea; say	200
352 lot Carondelet, from M. S. Cun:			
	Dr. $265.56	do.	500
354 lot Carondelet, Dousman:			
	Dr. $2,016.87	do.	1,500
262 property on 2d St.:			
	Dr. $8,300.99	do.	30,000
204 block No. 5, Robideux:			
	Dr. $5,822.65	do.	20,000
206 Halsey:			
	Dr. $8,732.03	do.	12,000
306 real estate Springfield, our share:			
	Dr. $587.60	Original cost, say	1,000
311 Land Columbia Bottom:			
	Dr. $3,291.83		1,500
312 land in Clay Co:			
	Dr. $7,412.50	$37,915.74	worth 7,500
$42,000=$240	$42,432		
$46,400=$260	$45,968		
$88,400 $500 ac't	$88,400		

(Indorsed:) Valuation of properties of P. Chouteau, Jr., & Co., No. 2; taken in court by P. C., Jr., Sire & Sarpy; 31 December, 1852; copy.

DR. *Minnesota Outfit* 1852 *in account current with P. Chouteau, Jr., & Co.* CR.

1852.				1853.	
Sept.	25.	To inv. sund's, p. Lamartine.....	$1,849 79	May	6.
	29.	" " " Excelsior.....	758 38	Ap'l	1.
		" " Belting & Leather.....	399 63	1852.	
		" Paid Edward Clement ac't Clement Boileau.....	30 00	Sept.	29.
	30.	" " Sundry dispatches to & from New York & Galena.....	7 33		30.
				1853.	
Oct.	1.	" Inv's 1 box Silver Ware.....	457 98	Jan'y	24.
				1852.	
	13.	" 1 10 qr. Copy'g Book pe. Saranak	4 00	Oct.	13.
	16.	" Iowa Shot p. Excelsior.....	230 73		16.
				1853.	
	19.	" Invo. sund's p. Badger State.....	550 83	May	10.
	20.	" Invo. Beads p. Lennington.....	40 54	Ap'l	20.
		" S. S. Phelps for this am't tran'd.	900 00	Nov.	10.
Nov.	9.	" Paid St. Bt. Milton fr't 1 box Furs, St. Paul, O.....	1 00		
		" Paid St. Bt. Badger State, 1 Box Furs, M. O.....	3 00		
		" Drawing deed prop. in Canada..	1 50		
	15.	" Paid d'ft C. W. Borup to Dan'l Breck.....	218 94		
		" Office N. Yk., Express on 1 box from Denmark, C. W. Borup..	7 64		8.
	16.	" Paid d'ft C. W. Borup to F. S. Newell.....	204 00		16.
Dec.	6.	" Office N. Yk., d'ft C. W. Borup to H. Dolmer.....	83 50	Nov.	13.
		" Paid order C. W. Borup to Bacon, Hyde & Co.....	80 00	Dec.	7.
		" Paid order C. W. Borup to Wolffe & Hopper.....	50 00		

1852.					
Nov.	9.	By 1 Box Furs, St. Paul O., per statement forwarded.....	$6 61		
		" 1 Box Furs, M. O.....	6 66		
		" Rec'd for pay't acc't S. Simpson.	43 46	Nov.	9.
	10.	" Our d'ft favor Jno. Morgan.....	100 00		1.
	20.	" Rec'd for d'ft Fridley on D. D. Mitchell.....	861 00		20.
Dec.	4.	" Rec'd for pay. acc't Dr. Hud	97 70	Dec.	4.
	23.	" Our d'ft favor C. V. Le Beau	50 00		23.
		" Rec'd for check A. D. Wilson...	444 50		22.
		" " " " " ...	675 98		
1853.				1853.	
Jan'y	12.	" Transfer of acc't Francis Pierz...	120 95	Jan'y	12
		" Office New York, rec'd of Lewis & Grary, Detroit.....	147 75		13.
	25.	" Rec'd pay. acc't St. Simpson.....	213 46		25.
		" Rec'd 4 mos. Int. on note Jos. Cochran, $519.67.....	11 89		25.
		" Rec'd Dr. H. A. Prout.....	20 00		4.
		" Our d'ft favor Jno. Morgan.....	100 00		5.
		" Carried forward.....	5,018 00		

ABSTRACT.

DR. *Minnesota Outfit* 1852 *in acc't current with P. Chouteau, Jr., & Co.* CR.

Dec.	8.	To Paid order C. W. Borup to B. F. Kavanaugh	99 50	Dec.	8.		
		" Paid Chouteau & Valle, Jr., receipt forwarded	96 50				
		" Paid order to Stees & Hunt	165 00		9.		
		" Paid order to Wolffe & Hoppe	41 97		10.		
	22.	" Subs. to Weekly Herald, Capt. Dana	3 00		22.		
	27.	" Paid order to Eddy, Jamison & Co	800 00		27.		
	31.	" Paid postage	20		31.		
		" Office N. Yk. d'ft., C. W. Borup to Chas. H. Oakey	1,000 00		18.		
1853.					1853.		
Jan.	8.	" Paid order M. J. T. Dana to Chambers & Knapp	2 00	Jan'y	8.		
			$8,088 46				$8,088 46
1853.						1853.	
Feb'y	1.	To Balance	$5,018 40			Jan'y 25. By Balance	$5,018 40
		" Paid C. W. Borup d'ft to W. S. Combs	95 88				
	10.	" Paid C. W. Borup d'ft to J. H. Simpson	125 70		10.		
		" Office N. Yk., subs. to Illustrated News to 1st January, 1854	3 00		8.		
		" Office N. Yk., subs. to Putnam's Monthly Magazine	3 00				

1852.			1852.
Oct. 31.	To balance of acc't rendered.....	$43,073 80	Oct. 31
Nov. 2.	" D'ft C. W. Borup to F. Steele...	300 00	Dec. 4
	" Invo. 20 bbls. pork short charged of the 200 barrels furnished by S. S. Phelps	285 00	July 22
9.	" Paid order to Geo. L. Davenport.....	48 72	Nov. 9
	" Office N. Y. K. for acc't A. Dudger per copy forwarded.....	399 88	Dec. 31
	" Chouteau, Harrison & Valle, for this am't transferred as per letter C. W. Borup of 24 Nov.	1,243 61	Nov. 12
		$45,351 01	
1853.			
Feb'y 1.	To balance.....	$30,321 43	

This balance can only be determined when the shipments to N. Y. are realized.

1852.				1852.
Dec. 11.	By bill of iron, Chouteau, H. & Valle, 10 Ap'l.	$1,515 56		
	" bill of iron, Chouteau, H. & Valle, 14 Ap'l.	87 44		
	" commission on the above	80 15		
			$1,683 15	Oct. 11
	" office N. Y. K. sundry collections of A. Dudger p. copy forwarded		597 66	Dec. 31
	" shipt's New York for returns forwarded at an estimated value under mark { M. O. / L. S.	$2,290 47		
	" " " M. O.	8,498 32		
	" " " { M. O. / L. S. / A.	1,959 98	12,748 77	
	" balance		30,321 43	
			$45,351 01	

Minnesota Outfit 1849.

To P. CHOUTEAU, JR., & CO.

1852.			1852.
Nov. 1.	To balance of acc't as rendered Dr..	$73,364 93	Oct. 31

Minnesota Outfit 1850, *n. a.*

To P. CHOUTEAU, JR., & CO.

1852.			1852.
Nov. 1.	To balance of acc't as rendered Dr..	$78,683 32	Oct. 31

680 *Exhibit* 8.—*J. H.*

P. Chouteau, Jr., & Co., No. 2.

Balances on 1st February, 1853.

Merchandise		$16,338 43	P. & L.
Profit & Loss		221,266 08	do.
Charges	$20,689 89		do.
Retail store		4,234 70	do.
Skins		13,904 05	do.
Office, New York	187,360 87		
Bills receivable	11,684 62		Bad and doubtful.
Bills payable		3,060 00	Insur'e stock notes.
Upper Miss. O., 1851	687 98		Good, I think.
Sioux Outfit, 1851	37,889 56		Sibley.
Upper Misso. O., 1850		651 43	P. & L.
Upper Misso. O., 1849	17,175 76		P. & L.
Minnesota Outfit, 1851x	30,321 43		Borup.
Sioux Outfit, 1850	35,231 23		Sibley.
Sioux Outfit, 1849	11,787 20		Sibley.
Sioux Outfit, 1848		2,864 15	Sibley.
Sac Outfit		915 91	½ P. & L.
St. Peter's Outfit, 1847	4,790 43		Sibley.
Western Outfit, 1845	27,788 80		do.
Saint Peter's Outfit	13,540 14		do.
Winnebago & Chip. Outfit	94,936 66		Rice.
do. 1849	27,694 28		$122,630.94. Rice.
Minnesota Outfit, 1849x	73,364 93		Borup.
Minnesota Outfit, 1850 s | a x	78,683 32		Borup.
P. A. Sarpy, Bluffs		1,980 00	
C. & F. Chouteau, D. O		4,126 50	
P. Chouteau, Jr., & Co., No. 1		608 91	
I. Smart	10,088 47		681
Sioux Outfit, 1852		73,142 47	Sibley.
Fort John Outfit. Papin	19,277 32		To be transferred.
Minnesota Outfit, 1852x	5,018 40		Borup.
P. Chouteau, Jr., & Co., No. 3		345,189 14	
Estate P. Chouteau, Sen'r		11,701 33	
A. L. Chouteau		17 75	
J. Kipp	3,185 52		
H. H. Sibley		18,032 55	
F. B. Sibley		2,997 10	
Estate D. Lamont		65,535 12	P. & L.
Property on 2d St		22,731 00	do.
Property block 5		14,259 51	do.
Halsey property		3,471 41	do.
Supense acc't	178 30		
Real estate, Springfield		489 46	P. & L.
Land, Columbia bottom		93 17	do.
Land, Clay county		80 00	do.
Property, I. Small, in Co		2,385 96	do.
Ship't New York, 1852	36,265 69		
St. Bt. West Newton Stock	1,698 84		
Property, block 43		166 95	P. & L.
Ship't N. Y. K. in Co. R. Campbell, '52		3,737 21	do.
S. S. Phelps s | a, 1852		2,546 67	do.
D. & D. T. S. Macdonell	2,224 51		
T. D. S. Macdonell	3,689 18		
Lewis Howard, adm'r		302 55	P. & L. 682
Telegraph stock	410 00		do.

Ship't in Co. with R. C., 1852		4,909 37	P. & L.
Prop'r St. Joseph		13 84	do.
H. H. Baber	31 08		
Lot, Carondelet		210 57	P. & L.
Stock Union Ins. Co. U. M. O., '49.	2,900 00		Bills payable in Co.
" " Eudora	562 63		
Lot, Carondelet, D	501 02		P. & L.
C. Larpenteur		759 69	
St. Louis & Mo. Telegraph Co	200 00		
Citizens' Ins. Co. Stock	3,880 00		Nominal.
Transportation Fort Laramie		604 48	P. & L.
Estate D. Girard		1,757 01	
St. Bt. Amelia, "Lapsley"	181 65		P. & L.
W. Laidlaw	1,679 98		do.
Ship't N. Y. K. Minnesota O | 51, L. S. M. O	877 30		
Ship't N. Y. K. Le Sieur	22,777 13		
J. B. Lefevre		450 00	
Ship't N. Y'k, P. A. Sarpy	1,988 43		
" Wolvey R. Campbell.	638 70		
Zephir Rencontre		93 65	
S. G. Mason	5 25		
Consignment to C. W. Borup x	305 12		Borup.
P. A. Sarpy, ferry boat	7,078 29		
Ship't N. Y'k, Sioux O., 1851	21,033 37		
Emilie Denis		400 00	
Ship't N. Y'k, Minnesota O., 1851, M.O	8,201 16		
Ship't N. Y'k, Minnesota O., 1851, M. O. L. S. A.	1,959 98		
Purchase Arks. s—a 1852	13,644 38		683
Tongue acc't, 1852.		529 50	P. & L.
P. Menard	8 00		
	$844,310 22	$846,551 58	
Forward	$844,310 22	$846,551 58	
C. T. Wilgus, adm'r		176 00	
W. F. Dyo & Co		20 85	
Ship't N. Y. K., 1851		1,718 62	P. & L.
" " " Delaware	4,156 83		
	$848,467 05	$848,467 05	

(Indorsed:) Ledger bal. sheet; P. C. J. & Co., No. 2; 1st Feb'y, 1853; exhibit 8, J. H.; copy.

684 P. CHOUTEAU, JR., & CO., No. 3.

Balances on 1st February, 1853.

Cash	$4,096 37		
Merchandise	26,986 96		Inventory goods on
Exchange and interest		$2,651 46	hand 31 Dec. '52.
Charges	95 60		
Retail store	267 41		
Profit and loss		21,145 82	Reduction on U. M.
Office, New York		26,320 57	O. Inventories.

Bills receivable	134,039 30		
Bills payable		58,537 46	
P. Chouteau, Jr.		445,711 68	
J. B. Sarpy		72,584 45	
J. A. Sire		14,209 11	
J. F. A. Sanford		2,365 97	
F. V. Pfister	168 13		
W. S. Kid	541 23		
P. M'Keon	154 70		
Edward McKeon	131 85		
Skins	536 61		
Commission acc't		4 90	
Amer. Iron Mt. Co	86,405 35		
Upper Miss. O., 1852	141,942 60		
P. A. Sarpy, Bluffs	15,771 52		
C. & F. Chouteau		18,600 52	
C. & F. Chouteau, D. O.	14,609 21		
Girard & Chouteau	6,402 70		
Chouteau, Harrison & Valle		500 00	Hartford money, borrowed since 1
C. P. Chouteau	4,767 73		
W. Mafflitt		3,179 60	Jan., '53.
Honore Picotte		2,647 46	
A. Culbertson		4,349 03	685
F. LeBeau	38 85		
M. Giraud		725 77	
Cyprian Chouteau		14,605 49	
Fred. Chouteau		1,173 56	
Charles Chouteau		832 39	
Edward L. Chouteau		615 82	
B. F. Chouteau		4,269 81	
F. Cabanne		230 66	
S. S. Phelps	7,540 92		
W. Waddingham		10,416 15	
C. V. Le Beau		13,270 79	
F. T. Knott		1,097 83	
P. A. Sarpy		13,005 92	
W. L. Ewing		326 92	
J. E. Boyle & Co	735 67		
Chouteau, Merle & Sanford		60,465 95	Mr. Chouteau has
P. Chouteau, Jr., & Co., No. 2	345,189 14		the details of this
Trustees of J. N. Macklot		1,560 00	Co.
Cerre & De Clausel		2,954 95	
Building, 2d St., P. C., Jr.	400 00		
Propr's block No. 43		20 00	
Shapleigh, Day & Co		302 06	Goods bought in
Pomeroy, Benton & Co		388 72	'52, not yet due.
Brownlee, Homer & Co		254 01	" "
C. Marlow		50 00	" " 686
Charless & Blow		252 06	" "
Martin & Brother		53 50	Goods bought in
G. & C. Todd		605 96	'52, not yet due.
Gaty, McCune & Co		1,258 90	Engine for P. A. Sarpy.
Eddy, Jameson & Co		100 45	Goods bought in
Harlutt & Taylor		108 75	'52, not yet due.
Anderson & Conn		153 24	" "
J. C. Jett		177 00	" "
Edward Mead		171 75	" "
Z. F. Wetzell & Co	158 07		
W. Humphreys	7 00		
D. D. Mitchell		19,893 35	To be paid by N. M.
S. Hawkens		194 39	O., '52, in goods.
Henry Chatillon		37 01	
S. S. Phelps, s—o, 1853	41,659 29		

H. L. Dousman	363 55		
Emelie Mucklat	380 28		
H. Plabto	1,603 25		
Astor tract	221 16		Sire, Sarpy & Waddingham.
R. Keiler	6,588 13		
Purchase Arks., s | a, 1853	68 50		
Pratte, Chouteau & Co		29 63	
G. Lesieur, on acc't, 1853	6,031 52		
J. B. Sarpy, adm'r		4,817 88	687
Felix Valle		55 00	
R. & W. Campbell		1,180 56	Not yet due.
E. Lamarque		17,255 00	
Sarpy & Chouteau		1,963 00	
J. E. Bouldin		96 37	
Malcolm Clark		5 85	
Dir'o MacDonald		6,655 26	To be paid when due, pro rata, to the ers. of McD.
	$847,902 60	$854,439 77	
Forward	$847,902 60	$854,439 77	
Berthold & Bros.		1,499 51	Goods bo't in 1852.
Tousaurt Raine		402 18	
W. D. Hodgkiss		1,474 57	
C. E. Halpin		985 35	
E. T. Dinig		1,975 41	
C. Ayott		53 80	
M. Champagne		39 78	
Nelson		991 80	Black boy.
P. A. Berthold, adm'r		461 59	
V. H. Schligel		167 87	
Paul Paquette		113 40	
Andrew Dawson		428 00	
Chouteau Mill	50 00		Paid since.
Banner State Charter acc't.	3,268 47		To be transferred to U. M. O., '52.
Samuel Jacks	3,593 77		
Julius Mitchell	2,406 37		
G. Lesieur	500 00		
Gamble & Bates	250 00		
Jas. Cochrane	985 01		
Solomon Brooks	2,543 75		
G. A. Lesieur & Co	1,985 35		
S. P. Keller & Co.	4,120 79		
E. Emerson	255 03		
I. G. Baker	152 75		
Mitchell Express	313 35		
S. M. Levy	1,238 75		
P. I. Petery	235 00		
Citizens' Ins. Co. stock, C. M. & S.	468 00		For acc't Ch. M. & Sandford, nominal value.
P. A. Sarpy, ferry boat	1,008 92		To be charged to P. A. Sarpy.
J. F. Comstock & Co.	01		
Bernard Pratte		2,131 17	Paid since.
L. V. Bogy		1,262 73	
S. F. Nidelet		1,262 74	Paid since.
L. Purquet		1,262 75	To be paid in N. Y.
J. Blaine		1,262 75	
R. Crooks		1,262 75	
N. N. Brown	200 00		Adv'ce to buy furs.
	$871,477 92	$871,477 92	

688 *Winnebago & Chippewa Outfit*, 1848.

In acc't with P. CHOUTEAU, JR., & Co.

1854.		
Oct. 31.	To balance of acc't rendered, due this day--	$108,227 79
1855.		
July 1.	" interest to date, 8 mos.----------	4,329 11
	(Copy.)	$112,556 90

(Indorsed:) Winnebago & Chip. O., 1848.

689 *Winnebago & Chippewa Outfit*, 1849.

In acc't with P. CHOUTEAU, JR., & Co.

1854.		
Oct. 31.	To balance of acc't rendered, due this day.--	$23,629 54
1855.		
July 1.	" interest to date, 8 months	945 18
	(Copy.)	$24,574 72

(Indorsed:) Winnebago & Chippewa O., 1849.

Exhibit No. 8.—J. H.

690 *Recapitulation of Sundry Accounts handed Mr. Chouteau.*

Outfits under the agency of H. H. Sibley, Esq.

Western Outfit 1845	Balance due us 1 July, 1855					$7,481 27
Saint Peter's O. 1846....	"		"	.....		2,540 41
Saint Peter's O. 1847....	"		"	.....		3,812 01
Sioux Outfit 1848.....	"	Outfit	"	.....	$9,517 96	
Sioux Outfit 1849.....	"	us	"	.....		2,782 90
Sioux Outfit 1850.....	"	"	"	.....		25,379 93
Sioux Outfit 1851.....	"	"	"	.....		13,490 52
Sioux Outfit 1852.....	"	Outfit	"	.....	44,512 13	
Sioux Outfit 1853.....	"	us	"	.....		56,095 30
Sioux Outfit 1854.....	"	"	"	.....		36,470 80
do.	Acceptancy since			.....		2,000 00
				(In pencil).....	$54,030 09	$150,053 14
Acc. H. H. Sibley	Private bal. due us 1 July, 1855.					$12,160 50
	Accepted since.....			.....	$7,500 00	
				(In pencil).....	$4,660 50	

691 *Recapitulation of Sundry Accounts handed Mr. Chouteau.*

Outfits under the agency of C. W. Borup, Esq.

Winnebago & Chippewa Outfit 1848...	Bal. due us 1 July, 1855.....		$112,556 90
" " 1849...	" "		24,574 72
			$137,131 62
Minnesota Outfit 1849	Bal. due us 1 July, 1855 ..	$85,730 14	
Minnesota Outfit 1850 n | a...	" " ...	91,940 51	
Minnesota Outfit 1851	" " ...	39,560 65	
Minnesota Outfit 1852	" " ...	25,232 89	
Accepted since		75 00—	242,539 19
			$379,670 81

(Indorsed:) Acc't Minnesota Outfit; exhibit No. 8, J. H.; copy.

692 *Ex.* 9.—*J. H.*

P. CHOUTEAU, JR., & CO., No. 3.

Balances on 28th February, 1853.

Cash	$3,006 22	
Merchandise.....	53,533 95	
Exchange & interest.....		$2,664 34
Charges	219 75	
Retail store	467 41	
Profit & loss		21,180 96
Office New York	168,412 18	
Bills receivable.	132,227 94	
Bills payable.....		54,539 29
P. Chouteau, Jr.....		423,932 10
John B. Sarpy		72,613 96
J. A. Sire.....		13,827 42
J. F. A. Sanford.....		2,465 97
F. V. Pfister.....	343 50	
W. L. Kidd.....	706 23	
P. McKeon.....	231 20	
E. S. McKeon.....	163 85	
Skins.....	1,398 13	
Commission acc't.....		110 34
Am. Iron M. Co.....	89,286 35	
Upper Miss. O. 1852.....	141,942 60	
P. A. Sarpy Bluffs.....	15,771 52	
C. F. Chouteau.....		18,111 52
C. F. Chouteau, D. O.	14,611 21	
Giraud Chouteau	6,402 70	
Fort John Outfit Papier, '52.....	19,656 22	
Chouteau, Harrison & Valle.....	1,200 00	
Charles P. Chouteau.....	4,770 49	
W. Maffitt.....		2,860 30
H. Picatte		1,697 46
O. Culbertson.....		4,349 03
F. LeBeau.....		38 85
M. Giraud.....		725 77
Cyprian Chouteau.....		14,417 99
Frederick Chouteau.....		1,332 81

Charles Chouteau		832 39
Edward L. Chouteau		615 82
B. F. Chouteau		4,367 31
Francis Cubanne		230 66
S. S. Phelps	4,931 57	
W. Waddingham		10,389 48
C. V. LeBeau		11,343 26
F. T. Knott		697 83
P. A. Sarpy		13,101 75
W. L. Ewing		326 92
J. E. Beyle & Co	404 14	
Chouteau, Mali & Sanford		60,465 95
P. Chouteau, Jr., & Co. No. 2	75,006 59	
Trustees J. W. Macklot		1,560 00
Cure & de Clausel		3,244 98
Building 2 St., P. C., Jr	850 00	
Property Block No. 43		20 00
Shaplugh, Day & Co		302 06
Brannbe, House & Co		254 00
C. Marlow		50 00
693 Charles & Blaw		252 06
693 Martin & Brother		53 50
693 Gaty, McCune & Co		1,258 90
Eddy, Jamison & Co		100 45
Hartwell & Taylor		108 75
J. C. Jett		177 00
F. F. Webzell & Co	158 07	
W. Humphreys	7 00	
D. D. Mitchell		19,893 35
S. Hawkin		194 39
H. Chatillon		37 01
S. S. Phelps, acc't '53	41,659 29	
H. L. Dousman	363 55	
Emilie Macklot	380 28	
H. Plater	603 25	
Astor Tract	221 16	
R. Kieler	6,588 13	
Purchase Arks., acc't '53	68 50	
Pralle, Chouteau & Co		1,274 62
G. Lesieur, our acc't	6,031 52	
J. B. Sarpy, Adm'r		4,817 88
Felix Valle		55 00
R. W. Campbell		1,180 56
E. Lamarque		17,255 00
Sarpy & Chouteau		1,963 00
J. E. Bouildin		96 37
Malcom Clark		5 85
Deed McDowell's		6,655 26
Berthold & Bros		961 64
694 Tousaint Rasciur		402 18
694 W. D. Hodgkiss		1,464 01
694 C. E. Galpin		985 35
E. T. Denig		1,975 44
C. Ayott		53 80
M. Campagne	7 52	
Nelson		991 80
P. A. Berthold, Adm'r.		461 59
V. H. Schleigel		167 87
Paul Paquelte		103 09
Andrew Dawson		426 50
Banner State Charter acc't	3,268 47	
S. Jacks	3,593 77	
Julius Mitchell	2,406 37	
G. Lesieur	563 89	

Gamble & Bates	250 00	
Jas. Cochrane	502 29	
Solomon Brooks	2,543 75	
G. A. Lesieur & Co	1,985 35	
S. P. Keller & Co	4,120 79	
E. Emerson	105 03	
J. G. Baker	152 75	
Mitchell Express	313 35	
L. M. Levy	1,238 75	
P. J. Peters	175 00	
Citizens' Ins. Co. stock C. M. & S	468 00	
P. A. Sarpy, Ferry Boat	8,223 91	
L. V. Bogy		1,262 73
L. Penguet		1,262 75
Jas. Blaine		1,262 75
R. Crooks		1,262 75
N. N. Brown	200 00	
L. A. Benvist		5,203 41
Isabel Wallace	146 00	
Schuchard & Gebhard	1 67	
	$820,730 01	$820,730 01

(Indorsed:) P. Chouteau, Jr., & Co., No. 3; balance 28th February, 1873; Exhibit No. 9.

695 SAINT LOUIS, *March 4th*, 1853.

JOSEPH A. SIRE, Esq., New York:

DEAR SIR: Nothing of moment has transpired since you left us, and as Mr. Sarpy writes in full to-day to Mr. Chouteau, I have only to wait on you with the balances of P. Chouteau, Jr., & Co. Nos. 2 & 3, as requested when you left. We made a bill to-day in favor of Benoist for five thousand dollars at $\frac{3}{8}$ off. Exchange, however, is looking up, and will probably be at par next week. We are now in debt to Benoist $5,148.89, and will not make another draft for several days unless something unexpected should come upon us. Mr. Pease has been too much occupied to do anything in his examination, and having only yesterday obtained copies of our accounts from the referees, he will take the remainder of the week to make himself familiar with them and resume his duties again on Monday next.

Your family are all well.

Very respectfully,

(Copy.) F. V. PFISTER.

Exhibit 10.—*J. H.*

696 ST. LOUIS, 1 *March*, 1854.

P. CHOUTEAU, Junr., Esq., New York:

DEAR SIR: In our last of the 30th January, in answer to yours of the 22d of the same month, we asked you to wait for the return of Pfister to make out the account current of P. Chouteau, Jr., & Co. No. 2 with the present house No. 3. We now remit it to you, showing the same balance to the 31st December, 1853, of $146,660.38,

and since by abstract made to this day, this balance reduced to $128,156.34.

Our friend Sarpy having communicated to us your letter of the 21st last about that which concerns the balance which is due us from the house No. 2, and also that M. Sanford proposed writing us about that which concerned him in the said balance as soon as he shall have received the said account. We also add the balance sheet (face of ledger), which shows the situation of this house up to this day.

For your government, and also that of Mr. Sanford, we will observe, first, that the debt of the Winnebago and Chippewa outfit, 1848 & 1849 { $94,936.66 / 20,130.37 } 115,067.03 (Riv. Outfit), ought to have passed to profit and loss since 1849. If it was only to show clearly the part of the loss of Henry H. Sibley in these two outfits, say $\frac{1}{6}$ of this sum, and that we think it
697 prudent to leave these two accounts appear upon the books until a final settlement with Sibley. Secondly—comes the outfits of the Mississippi, of which Sibley is the agent, and which appears upon the balance sheet as follows:

No. 8. Western O., 1845, Dr. 6,658.30. This outfit has an improved piece of property in St. Paul, known as "Central House," and which will, in our opinion, more than cover this debt. The Dousman has retained of $\frac{1}{6}$ and $\frac{1}{4}$ of $\frac{1}{6}$.

No. 9. St. Peter's O., 1846, Dr. 2,260.95 / " 12 do O., 1847, Dr. 3,392.68 } $5,653.63.

These two outfits belong exclusively H. H. Sibley and ourselves, each one-half; and the property known as Mendota, where Mr. Sibley resides and all the stores are kept, belongs to St. Peter's O. '47, and has never been transferred to the succeeding outfits. In our opinion this property must be worth considerable, though to this day we do not know its extent or its value.

No. 6. Sioux O., 1849,	Dr.	$ 2,476 78	
" 5. " " 1850,	"	22,588 05	
" 3. " " 1851,	"	12,006 52	
" 19. " " 1853,	"	35,474 22	
			$72,545 57
	Less		
No. 7. Sioux O., 48,	Cr.	8,470 95	
" 16. " O., 52,	"	6,584 42	
			15,055 37
			$57,590 20

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The above six outfits show the above indebtedness of about $58 M, which is to be met first by the inventory of goods on hand on the 1st July, 1853, amounting to $32,387.70, transferred to Sioux O. '53, the fur trade during the present winter, and lastly what real estate may be on hand and which has been turned over to Sioux O. 1853.

Unfortunately, Mr. Sibley sent us lately only the settlement of

affairs of Sioux O. '52, up to the 1st July, 1853—stating at the same time that all real estate belonging to the above six outfits has been transferred to the new outfit 1853. Until we receive a statement of the affairs of this outfit (1853), which we have asked, we cannot say what amount there is in real estate to meet the above balance.

Now comes the largest and most doubtful accounts, which at one time we thought far safer than the Sioux outfits. We mean the Minnesota O., under the management of Dr. Borup. You will see by the balance sheet that there is a total indebtedness of upwards of $200,000—altogether too much—and upon which we must lose a great deal, not only by interest accruing, but probably by value of assets. We are looking early this spring for a promised statement of the affairs of Minnesota outfit, and for the present you and Mr. Sanford must be satisfied with a copy of the statement of affairs for 1852, as handed to our Mr. Sire in New York last spring, showing a net gain of about $30,000, and which he trusts will justify him in having renewed with Mr. Sibley and Doctr Borup. Doctr B. writes again lately that he is hard at work to balance his books, which balance he will forward without delay.

We believe that until we have the statements of affairs of Minnesota outfits and that of Sibley for Sioux O. '53, it would be
699 premature to form a correct idea of P. Ch. July No. 2, and we would be better pleased to furnish you at some future time a more accurate statement than we are able to do at present. Meanwhile we will make the following resume of the balance sheet P. C., Jr., & Co. No. 2, *supposing* that the outfits of Sibley & Borup will prove good *ultimately*.

Assets			$455,765 35
	Less.		
To 1. Bad bills receivable		$4,279 05	
" 1. Doubtful do.		4,716 57	
" 10. Winnebago & Chip. O. '48		94,936 66	
" 14. do. O. '49		20,130 37	
" 27. Shipt. to N. Y. Sept., 1852		9,814 23	
" 22. T. & D. S. McDonell		1,007 90	
" 23. T. D. S. McDonell		3,689 18	
" 15. Jas. Swart is a little doubtful, depending upon claims against Sacs & Foxes, but will call it good now.			138,573 96
			$317,191 39
Amount of liabilities		$455,765 35	
Less acc't profit & loss	$292,497 87		
" S. S. Phelps s'a.	2,146 67	294,644 54	161,020 81
			$156,070 58

apparent net gain, the value of which depends altogether upon the payment of the liabilities to us of Minnesota and Sioux outfits, amounting to about $300,000. With the above statement you and Mr. Sandford will know as much as *we* know now, but, as we stated above, we think it would be better to wait until we receive the
700 statement of affairs of Minnesota O. before making an estimate of what the loss will be. We will have all in the spring—at least we have the promise of the same.

The above apparent profit of about $156,000, based *as it is*, is at best a poor compensation for a business which has been carried on since 1842. But the upper Mississippi business are not the only drawbacks we have had; for if you refer to the settlement of your difficulties with McKenzie, the whole business up to the 31 Dec., '45, did not show but the paltry sum of profit of $30,000, and on the 1st January, 1849, our profit and loss account a credit of only $86,000. As the business of the P. Ch., Jr., & Co. No. 2 now stands, we do not think there will be any loss, but the time necessary to wind up the upper Mississippi outfit will bear heavy upon it by the annual interest upon balance due.

You will excuse us if we have not in time acknowledged your favor of the 9th ult. All the extras specified by you have been made, and we have noted that hereafter the interest to be received from Tiffany is to be credited equally between Messrs. Wm. Maffitt and Charles P. Chouteau.

We are sincerely yours,

(Copy.) P. CHOUTEAU, JR., & CO.

(Indorsed:) Letter from P. Chouteau, Jr., & Co. to P. Chouteau, Esq., New York; dated St. Louis, 1 Mch., 1854; Exhibit No. 10; J. H.

701 *Exhibit* 10.—*J. H.*

NEW YORK, *May* 7, '55.

MY DEAR SIR: I am in receipt of your letter of , with copy of Borup's, and note with much pain and regret what you say as regards to the foolish conduct of our good friend. I have no doubt but his course has been highly prejudicial to the credit of the house; it could not be otherwise; but what's to be done; the past can't be remedied; but let the future be guarded against, and, if possible, not place in his power the chance to do harm. I trust, with returning health, his nerves will recover their tone, for you have need of his services to arrange and to carry on the present business. I have not time hardly to eat; business in office keeps me about every minute, and then there is Illinois Central calls for much attention, and particularly as Osborne is now absent. Dauphin remains *at* it was, and I doubt if they will carry out scheme. Last night I went to Philadelphia and returned this morning. Father thinks he may get $100,000 subscriptions, but I doubt it; a few days now must de-

cide. The first bondholders must ere long take steps to foreclose. I don't care what course it takes. I believe we shall get all
702 back, let it take any course. Borup has talked a good deal with, and spoke without, feeling; says the property will bring all out if properly managed, &c.; says he is sure you would be satisfied with every thing if you looked into and examined matters, &c.; he told me he would go in a few days to St. Louis, but thought Mr. Sibley should be present; said he felt hurt at our sending Prince; but I think with a little management and explanation all can be made smooth; he has so much in his power that it may be policy to shut your eyes.

To-day I draw for the last of the credit on Lamson, and also for about $8,000 in Hath. Have paid S. & Gebhard the last note of $5,100. Three days ago I had $20,000 discounted at Merchant's. They were the notes of Reading Co. Lamont still comes daily to office and is of some service. We are getting good acc'ts from interior as to furs, & buying largely; shall get upwards of $200,000; am selling mink very high as fast as they arrive; sold 2,400 to-day at 2$, No. 1, from Cleveland & Gardner; otter skins come in very slowly; not a single lot yet rec'd from any quarter; we have made two or 3 sales of fur since you left; demand large, but all want credit. We sold $240,000 land in April at Chicago. Receipts on road light but increasing; about $120,000 last month; I shall
703 deposit with Schuehard & Gebhard Illinois Central stock for Hath & Co. C. H. & Valle are now largely in arrears; if they don't remit I shall run aground; they must arrange to meet drafts. I have not time to write more now about many other matters. In a day or two I will write in regard to June account. Sandford, in a late latter to Murdock, wishes him to come out and with authority to act. I don't see how we can do anything or propose anything; if they desire a change let them propose it, and we can then accept or reject it.

Belle and children are well; Mary is just now with us; do get some one to write Ben, & if we take any interest in him we should at least testify it in writing; I know that he is not much deserving of regard, but it is not good policy to make him feel that no one cares or takes an interest in him. Love to all; embrace mother. Don't fail to have C. H. & V. to remit.

Yours truly, J. F. A. SANFORD.

704 *Ex. No.* 11.—*J. H.*

NEW YORK, *Sept.* 15, '58.

MY DEAR SIR: I wrote you a hasty note two days ago, and hoped to write more fully, but have not had time. Every moment is taken up indoors with business in the two houses, and the infernal outside affairs do not give me one moment's respite. Fortunately, I keep well, and whilst I am on foot I fear nothing. Murdock will be back

in 8 or 10 days, and I shall have some little relief *inside*, but none from outside. I have sold only 5,000 furs since Murdock's departure, including 2,500 to-day. I got $53.50 in bond at New Orleans, 6 mos. with interest. I note what you say about robes. My own views and action had already anticipated your wishes. I have not yet issued tariff, although pressed daily and hourly by our dealers, who are really in want of robes; but I know that our friends are not as willing to wait, or as able *just now*, as we are. Every day is of moment to them, for drafts must mature and money must be paid. Our tariffs are usually put out 1st Sept'r. I am sure that they are waiting for our action. I can't delay longer than next week.

I wrote you another letter to St. Paul, which you did not
705 get. The letter you got was a continuation of one written some time before, and which you got before leaving St. Louis, but which you have forgotten probably.

I note that you have finished with Borup & Sibley. I am glad of it; no matter about terms. It releases you from anxiety and trouble, and this is all I ask. I am deeply pained at what you say about the condition of Sarpy. I shall trust it is temporary, and that he may again be restored to health. The accounts from Ben, as you will have observed lately, are good and encouraging.

We have the acct. sales of first day in London—coons only. It is much better than I expected, and our small purchases show a good result. We had only about 94,000 coons on sale, divided as follows:

Buhl,	16,200 skins,	invoiced at	$8,200,	brought,	gross,	- -	$11,200
Hubbell,	12,200,	"	8,000,	"	"	- -	9,300
Choctaw,	14,500,	"	7,050,	"	"	- -	9,300
Center,	30,460,	"	12,620,	"	"	- -	17,100
St. Louis,	19,508,	"	8,590,	"	"	- -	10,100
Totals,	93,800		$45,000				$57,000

My invoices were high and intended to make $\frac{3}{4}$ valuation cover cost; yet they will, I think, nett 25 per cent. above. This leaves us with a small stock for spring sale, but of better qualities, for out
706 of Buhl's skins on sale there were most of all his 2d, 3d, & 4th, viz.: 4,000 No. 2, 2,700 No. 3, & 4,200 No. 4, and only 5,300 No. 1, or less than $\frac{1}{5}$ of whole sold. Hubbell's skins were better than his average, but I think they may 100 per cent. Our stock for spring sale will be about as follows, viz.:

St. Louis,	5,000 coons.	At my tariff for robes, those from St. Louis (calves and all included) will not average $5.00; probably $4.95 gross. Prince's robes will average about $5.50.
Cleveland,	40,000 do.	
Detroit,	18,000 do.	
Hubbell,	20,000 do.	
Center,	23,000 do.	

Making 106,000 skins for March sales, and which ought to pay a large profit. Many of the common skins brought here by Center

and others pay 100 per cent. profit. I am sure all the early purchases in St. Louis pay 100 per cent. in London nett. I think our foxes, bear, fisher, and rats will also pay largely. Mink will also sell very high, but not as high as they bring *here* at this time. There was a sale a few days since of 5,000 at auction, and they averaged $2.50 all round! They were Michigan, St. Peter, and Indiana skins. The people in Water street are perfectly crazy just now, and we may look out for trouble next spring and winter in buying furs. I am taking no steps in regard to Fort Purie. I can't go to Washington, and any correspondence on the subject can be better done from St. Louis. When the time arrives and it is indispensable I should
707 go I will do so, but not now. I am sure they will do nothing until they get the report. You can, however, press it from St. Louis. We are all well. Many things of much interest, but I can't find leisure to write.

Love to all. Embrace mother.

J. F. A. S.

708 *Ex.* 12.—*J. H.*

NEW YORK, *July* 8, (*Sunday.*)

MY DEAR SIR: All your letters from 18th to 30th came duly to hand, and should have been replied to long ere this, but, strange as it may seem, I have not had time to do it without neglecting matters of vital moment. I have passed every Sunday in office, and frequently came down with the express purpose of writing, but I found so much accumulation of other matters that I postpone my debt of duty towards yourself for other persons and matters more exacting. You must, however, know that if there was anything of moment I would write you, and you must, therefore, always consider my silence as "good news," or at least auguring nothing bad. To put you "au courrant" of everything occurring here would be impossible in a letter, or even any series of them, as all my time would not suffice to do it, even if devoted exclusively. Illinois Central, Dauphin, and other things take some portion of my time every day, and the office affairs require constant attendance. Almost every night we have meetings at my house or elsewhere in relation to various matters. I find it is wearing me out. But I don't despair, and if blessed
709 with health I will work things into better shape by end of this year. Illinois Central is constantly improving. Our land sales exceed all calculations, and will alone bring us out in the end. In June our sales were 536,000, at an average of more than 12.50 per acre; are constantly increasing. On 1st and 2nd July we sold sixty-five thousand dollars, at average of 13.56. The demand constantly on increase, and sales would be larger could we attend to it. I have no doubt but our lands in ten years will have been sold to an amount of 25 or 30 millions, and should not be surprised if the last million acres would sell for more than we originally estimated the whole. The traffic on road is less than I expected, but I still

have every confidence that it will before two years exceed our most sanguine expectations. But for 12 months or 18 it may be up-hill work, and it may be necessary to call two instalments, but I hope one will be sufficient. Aside from my own deep interest in the success of the undertaking, I feel more alive to your interest, and that it shall repay you (if money can) for all your anxiety and confidence in me. There is also another powerful reason and incentive for me to help push it through which I hardly like to acknowledge, even to myself, but it's true. I want to punish our "Scotch friend."

710 I think he already begins to regret his hasty course, and I want to give him good cause for it. I know this can only be reached through his "pocket." His illiberal and unjust course will, I trust, be yet rewarded with increasing regret at his folly. He done all he could to injure us by his course last fall, and I trust he may get his reward. On the 1st June he formally resigned his charge in office. It was accepted by me without a word and given to Thompson. He, however, continues in office—comes regularly as usual and aids Thompson. He is pleasant, but I never ask him any question or hold any talk. The acc'ts of last year's purchases are closed. The result is not very good, but better than it promised at one time. I think there is a profit of about $20,000 on the whole after paying us commissions, &c.; ½ of whole amount is from Hubbell's purchases alone. The appearance for this year is good for a handsome profit. In no event can there now be a loss. Hubbell has used or drawn for $34,500 in all. I have sold here of his deer, opossum, and a few minks, 22 at $23,000; have shipped to London about $12,500, and have yet on hand furs and skins to the value of $15 at $16,000 at my valuation. Buhl has drawn for about $103,000. I have sold for about $42,000. Have shipped about $46,000, and I think I have furs, &c., yet on hand to the extent of $40 at $45,000. Dockstaster has drawn for about $73,000. I have sold of mink, opossum,

711 and deer about $35,000. Have shipped about $14,000, and we have on hand still about $40 at $45,000 at my valuation. My valuations on invoices are high, as also those on furs still in store, but I think my invoices will be realized in London, and if nothing unforeseen occurs may give a profit. But I made them (the valuations) more with a reference to the interests of our friend Lampson than anything else, and was determined, in view of his liberality last spring, to make him furnish the whole capital for the business on a ¾ valuation. I have made Carter do the same thing, and I don't fear any reclamations. Our skins have cost low compared with others buying here. But no skins have paid on *first* cost, as have the purchases in New Madrid, the early skins in St. Louis. The purchases here for past six weeks can give no profit to shippers. Our N. W. rats, of which we have about 350M., will pay us well. I have sold *one*. Of mink we got about 40M. in all. I think I have sold about 30M., and at good profit. The balance I will have to ship—say 10M. These will give no profit, as they cost very high. They have declined here 10 per cent. at 20 per cent. already. We will make

something on opossum, but not so much as I expected; the
712 quantity having so far exceeded my estimate and having sold by a sliding scale, the average will hardly exceed 15 *cts.* Deer pays something, but not much. We have sold and collected at least 150,000 lbs. Our coon collection in N. W. does not exceed 125,000, and Carter's purchases not over 60 at 70M. All these figures as fur matters are given from memory and general ideas, as I have not the keys of safe with me and cannot therefore consult the books, but they are pretty near the facts and sufficient to post you up. I think we may safely rely upon a profit of $60,000 on the whole purchases after paying our commissions, &c., of which about 40 will be to ourselves and the balance to Buhls, Hubbell, and Dockstaster, and I hope to make 7 at 10,000 from Carter's operations. This is enough for furs at one time, and will not require me to write hereafter in regard to them. Nearly all the furs are in. Gardner's are yet to come. He has bought about $22,000 (under Buhl), and at rather high prices.

As it regards robes I see nothing to prevent high prices, owing to the small crop, but I don't believe we can get over 5.75, No. 1 and others in proportion. At this price you may be sure of selling in old way, but if we ask more they may not be taken, and we must try auction. I would, if practicable, sell in old way. I heard
713 from Prince of his purchase three or four days before I got advice from St. Louis, and supposed they were bought for this house until I got your letter. I don't care to whom they belong, and if you desire it they will be sold per act. of St. Louis house. I propose offering them *privately* to arrive to Town & Bates of Boston, & keep them separate from other robes you may send. How many will you send here? Let me know at your earliest leisure.

I rec'd from Maffitt yesterday your reply to my telegraph in regard to Canada property. If you desire to sell let me know your lowest price; the party has called several times and appears anxious to buy.

I have not had any letters per last three steamers (perhaps four) from Ben. They say they have not received a line since I left England. I write as often as I can, and nearly by every steamer. The Abbi has neglected to apprise me of his movements.

I am glad to hear that Charles is getting along so well, and hope he will do equally the balance of his trip.

I am glad to hear such favorable accounts of Sarpy, & hope he may soon be entirely restored. I am also delighted to hear that the Doctor has got into business. In a little time, with his
714 good sense & judgment, he will be able to do all that is required in office, and conduct the business as well as any other person, and I doubt not that it will be of benefit to his general health to have some occupation of a business nature. I hope he may make up his mind to continue so long as you desire to keep up the St. Louis house. But I sincerely trust that it will not be for a great while. I now hope that you may yet be able to visit St. Paul's and get matters into some shape or form that will be satisfactory to

yourself and at the same time harmonize the conflicting interests & views.

As usual I find that your trades in Upper Missouri over-estimate their *collection* and underrate the returns of their opponents.

I can't find, as yet, any furs; am *disposed* to make an offer for beavers. White told me a day or two since not to apply to him if I could get an offer of $2.00 from another.

McKenzie will certainly make large profits on his early purchases, but I don't think his last ones will give much margin. I have written to Gould a month since, but have no reply. I learn that he has *gambled* and lost everything he has, and I fear much that he will never fulfill his promise or pay for the mares. In a few days,
715 if I don't hear from him, I will send Tom to look after my old mares and get them out of his hands.

SUNDAY, 22.

It is two weeks to-day since I commenced and am really ashamed of my delay. But as usual my excuse is occupation and more than usual, and of every nature and all pressing. Last Saturday night I went to Springfield and was back on Monday morning; I went to join Belle and the children, who went up a few days before. They returned on Tuesday. They are all well, but the children require the country air, and I regret my inability to place them in the country or to accompany them. I tried Blanchard for rooms, but he was so ex*h*orbitant that I gave it up. He asked $140 per week for two bedrooms and a parlor for myself and a bedroom for Davis, who is yet with us. Murdock left last Wednesday week. It is a bad time for him to be absent, but I believe it best he should go and settle matters at once. I should regret to break up a business promising so well, but I would rather do it than have it continued as it is. I have given Murdock my views as to the continuance. I have told him if Mr. L. says anything about parties *here* not during any
716 business but the iron, that I will agree to it on the sole condition that he also gives up his other business and attends solely to the iron. That I had as much right to exact this from him as he had to propose such a measure for me. I have also expressly stipulated that you should withdraw 150 M. of your share of profits at the earliest moment it could be realized, or if this was not agreed to, that the affairs would have to be wound up as speedily as possible. He (Murdock) is positive in his own determination also to withdraw to the extent of 100 to 125,000, as early as it can be done. He says he must do it; if it is not agreed to by the others, he will give up and go into some business on his own account. I wrote Lampson after a good deal of reflection that if he and Peabody agree to this that I would not object, and proposed that if they thought his demand illiberal, (and of which there is no doubt,) because it made them bear more than their share in furnishing capital to reduce the capital to $750,000, (instead of one million,) and divide amongst all equally as *pro rata* the assets least available, so as to leave a working capital as above, and then to let it accumulate until it

reached one million, and no party to withdraw for any pur-
717 pose whatever until his full share of capital was earned. I also told Murdock, as I did Lampson, that my full share of the capital, whether $750,000 or 1,000,000, might remain. That you would have your rate of profits after withdrawal of 125 at 150 M. in the concern, and which added to my share would more than make up our proportion even if the capital was kept up to 1 million. Murdock and Lampson are both very watchful of their own interests, and I think it not improbable they will have hard *words* before they agree; but they are both shrewd enough to see that one organization like the present can never be got up again. They both think highly of themselves, and both believe that it is owing solely to *themselves* that the business has been so successful, and have lost sight entirely of their own original insignificance in the business. Here the business would never have been anything without our connection with it, and in London nothing without Peabody's name & credit. Lampson has had the easiest part of it and the best, & not one dollar of responsibility. Murdock brought nothing but his business habits—risked nothing, and contributed nothing to the standing of house. Both of them seem to forget how they came into it, and by whose friendship and influence.

But let them work it out. I feel desirous of continuing in
718 it if to be done equitably, but if not I shan't regret it; for I know I can make other arrangements to carry it on, if not so profitably, at all events more pleasantly. When I made the proposition to give Murdock a share in the business of the house I thought it the best thing for us, as it would then secure more fully the aid and co-operation of that concern in extricating us from prospective embarrassments here. The business after this year cannot be of much consequence, and will not justify the keeping up of an office here without we conclude to keep up our purchases in N. W. The whole business of the St. Louis house will not pay rent of office and clerk hire at a commission of 2½ per cent. Your whole shipments will not reach $200,000 this year, or not much beyond it. Our purchases of goods amount to only a small sum. Where are the expenses to come from? We must try and make something by buying furs or give up. Next year the purchases in interior will be more hazardous. This year had we not been short we might safely have increased our purchases 80 at 100,000 without risk. After receiving your letter I told Murdock that at present and for reasons growing out of our interior arrangements it would not be advisable to give him the proposed interest in the business of this house; that these were your views, and in which I coincided. He expressed no dis-
satisfaction or disappointment. Later it may be well to re-
719 consider the matter, and after seeing what position things assume. Murdock again spoke of his claim to having ¼ interest, the other to be divided between you and myself. I told him at once that under no circumstances would I ever consent to have a less interest than he had, and that if it was continued in future it

could be on no other basis than the plan I wrote to you after getting your determination to withdraw, namely, you to withdraw $150 M. as early as convenient, leave your name in the firm as at present, retain $\frac{1}{10}$ and each of us $\frac{2}{10}$, leaving to P. & L. the remaining $\frac{5}{10}$. I also told him and Lampson if you had continued in the business you would not have consented to any arrangement that would not have placed all on an equality, each $\frac{1}{5}$, and if they had not agreed to it we would have closed it up and let each do as he pleased in regard to future prosecution of iron business.

We have been making a few sales this summer, and could have sold a great deal, but had no *no* stock purchased. The iron has advanced considerably, full £1 per ton. I get along pretty well with our payments to Peabody for iron. Our payments are pretty prompt. I have had some large discounts for iron house, and I anticipate no trouble during Murdock's absence, although money is getting tighter.

We have not sold a bond for a long time, but many of them
720 are getting better. The Lake Erie and Wabash securities have improved a good deal, and I think we shall get out with profit. It was close work to carry it along, and at one time I feared a suspension of the work, but we have now means to complete the whole work, and by next June all will be running. We will have 160 miles down this fall. The Westchester is now on *its legs*, and I hope ere long we may find a market for its bonds. The Syracuse and Binghampton are a great drag. They don't get along as we expected, but I doubt not it will be good and the securities saleable. All our other assets in iron house are good, but some are not now available. I can't see where we can lose $50,000 in all aside from Murdock's brother in the Peeksville furnace. I think by the end of the year the business will show a profit 1,500,000, less 50 @ 100,000 of loss on securities, &c., &c. It is impossible to give in a letter an idea of the various matters in our diversified business here. In our fur matters nothing since my last. There is yet a few furs to arrive and but few to ship. My sales have been good here, and everything at a good profit except deer; they barely pay; but the result must be very fair indeed. I have yet only to pay about 35,000 on account of fur purchases. I have shipped now to London over $140,000 at my valuations, and which I believe will be more than realized, and have probably yet to ship not less than 20 M.

721 My sales for past two weeks are very small. Of the small amount of purchases this year at least 40 @ $50,000 was in deer skins. We bought not less than 175,000 lbs. They give but little profit.

17TH AUGUST.

It has been so long since I commenced this letter that I have entirely forgotten what was contained in the first part, having kept no copy. The absence of Murdock has thrown a good deal more on me, and this, joined to the departure of Lamont, has added also to my cares. Thompson has now been sick for some days with gout, the second time this summer; and added to all these I have every day

to devote some time to Illinois Central, where there is need of attention and more than I can give. Dauphin drags its slow length along but slowly, and most of it rests on my shoulders. I am now moving the Allen Town road, and if I only was free I believe in a few months I could get all straight. But no person will *act*, but all look to me and I can't give the time. We have got money enough subscribed, I think, and we are now getting in the bonds to cancel. I had to subscribe for $7,000 more of 10 per cent. bonds in order to make up the sum. Nine others each took $7,000. Murdock subscribed also for $7,000, and for which I agreed to pay out of the company's indebtedness to us. The Dauphin have now paid us about $40,000 of the loan of $100,000, leaving, I think, less than $80,000 due. Of this we take $50,000 10 per cent. bonds, and pro-
722 vide for Murdock's $7,000 and our own $7,000, which will leave but a small balance due us. The money raised will be sufficient to pay all back interest on first mortgage and the accruing interest till July, 1856. The road is doing pretty well, but we shan't resume our coal business till next year. If the Allentown is built all our preferred stock and *bonds are good*, and in the end we may make money out of the infernal concern. The Albion has proved a bad affair and we have stopped it. I am in conjunction with Butterfield having our mortgage foreclosed, and we will take the property. I believe it valuable still and will get it out right in the *end*.

Enclosed are copies of letters just received from Peabody & Co. I am glad of this. I shall reply properly. But at the earliest moment I can do so I will try and get rid of any objection to them.

As yet I can do nothing with the bonds and notes of Iron Mountain. I shall continue my efforts. C. H. & Valle, I see, are not reducing, but, on the contrary, again increasing. This is most unfortunate, and should be avoided. Their drafts are frequently on the market and does much harm to our credit. I have discounted whenever I could, but I dare *not look up*. They are too irregular.

In justice to us this account must be changed in some particulars. We must not and cannot *allow* them interest on sums remitted three or four days ahead to meet their own acceptances, for I can-
723 not use the money, and it lies in bank, we paying interest.

I have had a statement made out by Thompson, showing the working of this matter, and up to 1 July we had to allow nearly $1,200 for interest, or equal to the commission we charged on $240,000 acceptances. This is not right and fair. It is their drafts alone that has embarrassed us in our credit and caused our sacrifices. There are many things that I should like to write about, but can't get time. Enclosed are letters from Murdock; send them back after reading. If they decide on dividing the least available securities—*pro rata*—they should reduce the capital to $750,000, and let each take his share. But if it is kept to one million, then by this arrangement I will contribute $\frac{1}{4}$ of the whole, Murdock $\frac{1}{8}$, you $\frac{1}{8}$, whilst he has $\frac{2}{10}$ and you only $\frac{1}{10}$. In fact, the whole arrangement only enures to Murdock's benefit. Lampson & Peabody only get what they are

entitled to. I get nothing, and do not want it, and should at any rate put in my share of $200,000, but my share will probably at end of year be $250,000, and if to this is joined or added what you leave in over and above your proportion, it makes my contribution more than double that of Murdock. But the better plan would have been to reduce the capital to $750,000, and divide all above that among the parties in the least available assets, bonds, &c., Lampson and Peabody furnishing ½ or $375,000, and we the other half, which might have been managed thus: Murdock, $125,000; Sanford, $200,000, and yourself, $50,000. This would let Murdock retire $125,000, yourself $200,000, myself $50,000, and Peabody & Sampson $375,000 between them. This would have been the best, and I only would have any cause to object. But Murdock wants the large capital but don't want to contribute his share. This is the plain English of it. I told Murdock before he left that your desire was to retire, but if we thought it necessary for you to remain in the firm that you would do so, provided you could get 125@150 M. out of the first proceeds that could be realized. I shall write by next steamer, but doubt if it will reach him in time, as he has taken his passage per steamer of 8th September. I sometimes feel like telling him to go to the devil, and would certainly have done so ere this if I had been alone. But the business I know is a good one, and my growing family require that I should not throw away any chance to make them independent. However, we will see what he does, and must wait awhile. Iron has been going up rapidly. Our late sales, therefore, will not turn out so well as we hoped, as the duty will be levied on 8.10 instead of 7£. We have now only about 5,000 tons contracted for in England, which will average about 7. 7. 6. We are asking 8.10. I could now sell for 50$ here in bond.

724

The man about Canada property has not returned yet. We shall have two or three instalments more to call on Illinois Central I am afraid. Our engineers are as far out of the way as others. Osborn & Ketchum are at swords points. I shall endeavor to sell about 3,000 shares, if I can, before the instalment is made public. This will reduce ours to 5,000, and we have besides about 2,000 shares of provisional rights, which I will hold on to. I think the assessments will lower the stock, and if necessary we can buy back. I have no doubt all will do well in the end, and that we shall get our stock for nothing, but I fear embarrassments. I wish you were here, or I had some one to consult with about matters. The responsibility is too great for one person. I don't fear anything if I keep my health, but just now it would be very awkward if I should get sick. Two days since I had to have a bed of robes in office, being too unwell to sit up.

725

I enclose you a list of prices I propose for robes. Look over it and give me your views, and see if there are any changes you would like. I believe it is as high as can be made. The summer robes are the highest. Prince's robes at this tariff will bring 5.50 round. If the crop is large next year there will be great losses, as present rates

can't be maintained. Send it back with any remarks. Just got a letter from Abbe & Ben; both well; were at Chunury, Switz-
726 zerland. The letters are sent to St. Louis. The acc'ts are good of Ben; next mail may differ. They are travelling with the princess who was so kind to Ben at Nice. They propose making the tour together. Ben's health very good.

Enclosed is a statement of all fur operations there, and I think my figures are about the mark; it will help us some. MacKenzie will make a large sum this year in furs; his ship'ts to Crookes are full $50,000 more than yours, and he will have more robes here. The robes I don't regret; but is too bad that a concern like yours, with all its capital, should do no more business than a small liquor merchant; I think it should be brought to a close as soon as possible, as you really have no one now to carry it on.

Corcoran told me when here, on his way to Europe, that the house in Washington was insured.

I suppose Riggs & Co. have given you all the information you required. I have not written, as you mentioned that you had done so.

I am now in treaty for Benner; will probably get from 2@2.25. I shall hold on to our Illinois bonds until last moment; I don't think they will decline. Great Western only brings 80 p. c. now; I don't think they can go lower. Holbrook has never arranged his matter.

Schell has not yet paid, but it is safe. Campbell was here a few
727 days since; he said McKenzie refused 5.00 round at St. Louis for robes, and said you could get the same for Canada. There are many matters connected with my interest in the St. Louis house which I trust you will have adjusted before coming east; anything you do will of course meet my entire approval; I think it best to be done now, for I really do not know anything about my position in the old affairs. The principle upon which Sire settled the old matters were not, in my judgment, fair to me; I want only what is right; I most sincerely hope that you may get matters at St. Paul straight and in a train for settlement; I know nothing of them, and I doubt now if anybody but yourself does; Sire's death was most unfortunate for this business, as he alone was familiar with all the transactions. Whilst at St. Paul I hope you will visit St. Anthony, and also Dunleith, and give me your views.

We are now on the island at Blanchard's; all well; I must close; I am wearied out, not having left my chair to-day.

May you have good health and *and* return safe is the wish of

Yr. fd. & son, SANFORD.

728 Yesterday I had some notes of Chouteau, H. & Valle, maturing *next year*, offered me for discount. It is most unfortunate that there is so much of this paper always on the market. I have forgotten heretofore to apprise you that I suffered myself at last to be driven, as it were, into an arrangement to buy wool in conjunction with Desboves, Warner & Sheldon, & Oakley. We advanced no *money*, but our paper (acceptances) to the extent of $40,000, if necessary, D., W. & Sheldon advancing an equal amount of cash,

the paper to be used in bank by O., W. & S. If I had not done it, I verily believe that Oakley would now have been in the lunatic asylum. I have no doubt it can be made to pay. Thus far only $50,000 of wool has been bought, and the sales made show a good profit. I have had a second letter from Gould. He says you shall have your horses without fail. I sent mother the letters from Abbe & Ben, as they would both be agreeable. The shipment of furs to London on account of St. Louis house only amounts to about $16,000!!! and our sales to about $21,000 to this date. Add all the robes, and the whole will not amount to more than $180,000!!! This is certainly a poor business and will not authorize by itself the rent of a store or employment of a clerk. Our whole commissions on the St. Louis business will not amount to $5,000. This renders it imperative that some other business should be done.

729 *Exhibit* 13.—*J. H.*

NEW YORK, *July* 2d, '55.

Mr. JOHN PRINCE, St. Paul, Minnesota:

DEAR SIR: We are in receipt of yours of the 23d. The purchase of Kitson's robes was at a high figure, and will probably give some profit because of the short supply. The price at St. Louis is quite as high. The house purchased A. M. O. collection @ 3.75 round. McKenzie bought Campbell, Bents & Kolidends at 2.25. If Kitson's are as good as usual, we shall make some money; but whether we make or lose, we are glad of this purchase and approve of it. We presume that the purchase was for our account (impossible to decipher) for St. Louis, &c., and in accordance with the understanding between Mr. Chute and writer, when the former was here. We think your decision about the route the best, and we are glad that you will be able to assist them, as it will be a relief to Mr. Tranchess.

We were in hopes that you could get the otter furs at St. Louis afterward at fair rates. But we presume others (impossible to
730 decipher) to pay. There has been no material change since Mr. Chute left, except in bear and mink, which have declined 15 per cent. @ 20 per cent., and are dull of sale. Common pale marten are also very dull and sell at low rates. Coon, rats, foxes, fisher, and wolves are quick sales and at better rates than early in season.

Our collections are nearly all in. Buhl has purchased upwards of $100,000, including Gardiner's (about $30m), Dockstrader upwards of $70,000, including Blim (20,000), Vanch (6,000), Denny (5,000), and Tyler (8,000). Blim bought Hollister's lot, about $6,000 worth. The coons at fair prices, but he got *stuck* with mink. We will have at *at* least 130 M. opossum, or 50 M. more than we estimate. What has become of Mr. Chute? The writer has not heard from him since he left—hope soon to hear from him. We hope your new house is agreeable, and that your expectations may all be realized.

Yours truly,

(Copy.) P. CHOUTEAU, JR., & CO.

We have just rec'd a letter from Judge Blakemore, who declines acting as agent for Logansport property, intending to be
731 absent next few months. He recommends B. W. Peters, Esqr., as agent. Do you know him? Judge B. made an offer to purchase, but it would not suit us at all. He offers $2,200 in Chicago & Cincinnati R. R. stock at 65c. on the dollar.

(Endorsed:) Letter from P. Choteau, Jr., & Co. to John Prince, at St. Paul, dated New York, July 2d, '55; Letter Book No. 16, page 788; Exhibit 13, J. H.; copy.

732 *Exhibit* 14.—*J. H.*

NEW YORK, *Febr.* 6th, 1854.

Mr. CHS. W. BORUP,
Saint Paul, Minnesota.

DEAR SIR: Yours of the 13th is at hand & noted. The matters of life insurance & policies will have our attention at the proper time. We write now merely to give you some items regarding furs & their prospective values here and in Europe.

Bears. We shall have a large demand here and in Europe & will no doubt get *high* prices—try and secure all you can & let them come forward early in the season without waiting for other returns. We think we can safely promise you *here* $14 at 15.00 No. 1; $8 at 10.00 No. 2; & 4 at 5.00 No. 3. Rabbit & 4th will not advance & hardly pay transportation. For Marten of your country we shall probably get $3.50 round; Fisher, $4.00 round; Mink, about $1.12½ at 1.25 round; Red Fox & Coon will be low. The former will not bring in any event over 8½ per cent. No. 1. The latter about 5 at 6 per cent. No. 1. Rats such as in your country will possibly bring 9
733 at 10 cts. No. 1; Lynx, $2 at 2.50 large No. 1. & others in proportion; Otter, $4 at 4.25 No. 1; $3 at 3.25 No. 2; $1.50 at 1.25 No. 3. Wolves, about 60 at 65 for small prairie & grey wolves; large white $1 at 1.25. Deer skins shaved Indian handled, 50cts. Badger not over 3½ No. 1, and others in proportion. For good clear dark Beaver we will get $1.75 per lb. Upon this information you can judge as to prices you should pay. If war takes place between Russia and other powers, Coon, Fisher, Silver & Grey Fox must decline very seriously.

Yours truly, P. CHOUTEAU, Jr., & CO.

Can you give the writer any information about the town of St. Anthony, the mills, &c.? Where is Mr. Steele? The writer has written, but gets no answers, & presumes he must be absent.

Capt. Buckner paid us $15.75 (fifteen dollars 75cts.) on account of yourself in outfit on 1st Febr., which we have advised to St. Louis accordingly.

(Copy.) Yr's, P. C. JR. & CO.

(Indorsed:) Letter from P. Chouteau, Jr., & Co., to C. W. Borup, dated New York, Febr. 6, 1854; Letter book No. 14, page 742; Exhibit 14; copy.

734 *Exhibit* 15.—*J. H.*

NEW YORK, *Feb'y* 25, 1854.

H. H. SIBLEY, Esq.,
Mendota, Minnesota T.:

DEAR SIR: Yours of the 10th is at hand and noted. As it regards the prices of furs *hereafter* in this market, we confess we are at a loss what to advise. If you had given us the "prices quoted by Mr. Brooks," we would have been able to give an opinion as to the propriety of selling at St. Peter's. Furnish us with this information & we will then say whether or not we think it best for you to sell at home. Prices that are being *now* are no guide as to what may be ruling rates when your furs arrive three or four months hence. There are, however, a few articles the value of which we can probably fix now for this market, even 4 or 5 months hence. We will no doubt get for your minks $1.40 No. 1, 75 c. No. 2, and 25 c. No. 3; for bear, $12 @ $14 No. 1, $8 @ $10 No. 2, $4 & $5 No. 3, and 50 c. No. 4; for shaved Indian deer skins, 55 @ 58 c. per ℔.; dark beaver, $1.75 per ℔; wolves, per small prairie, 65 @ 70 c.
735 round—white do., $1.25 round. These are the only articles in your collections of which we can speak with any degree of confidence—of coon, marten, red fox, otter, lynx, and fisher there may be great changes in prices within next 60 or 90 days. We believe, however, that coon will do quite as well in London this year as the last. Red fox must be very low at all events both here and in Europe. The price now for best New England here is 9 c., 10 c. No. 1. They are worth quite 2 c. more than your pale sorts. X & silver fox will sell well probably in Europe. Marten *will* sell higher than last year in our judgment. *Dark* skins will be very high; you obtained here about $3.40 last season. Otter will bring $4.25 @ $4.50 No. 1, and others in proportion; the 3ds, however, sell better, and will bring $1.25 @ $2.00 ea.; cubs, 50 c. We don't think fisher will bring over $4 @ 4.50 No. 1. Your rats are poor and not in favor anywhere. They are worth in London full 3 c. less than good N.-west sorts, (Michigan, Canada, N. York, & Indiana.) They may bring early in the season 10 @ 11 c. No. 1, but we have no confidence in our opinion as to their prospective value. Lynx of good size and No. 1 will sell for $2.75 @ $3.00; medium and small
736 sizes and other grades in proportion. If you will tell us the prices that others offer we will answer promptly, and give our views as to filling or shipping.

(Copy.) Yours truly, P. CHOUTEAU, JR., & CO.

We wrote Borup on the 6th Feb'y in relation to prices of some articles, which we presume he communicated to you, and you will please give him the information contained in the above.

(Indorsed:) Letter from P. Chouteau, Jr., & Co. to H. H. Sibley, dated New York, Feb'y 25, '54; Letter Book No. 14, page 800; Exhibit 15; copy.

737 *Exhibit* 16.—*J. H.*

Know all men by these presents: That we, Pierre Chouteau, junior, and Emilie, his wife; John F. A. Sanford and Isabel, his wife; and John B. Sarpy, have this day made and constituted and appointed, and by these presents do make, constitute and appoint John S. Prince our true and lawful attorney for us and in our names to sell and dispose of absolutely in fee simple all or any of our lots, lands, tenements, hereditaments, and other real estate which we or either of us own, have or hold in Kittson's addition to the city of St. Paul, in the county of Ramsey, and Territory of Minnesota, located on the northeast corner of the southeast quarter of section thirty-one; the southwest quarter of section thirty-two, in township twenty-nine north, and part of lot number one of section five in township twenty-eight north, all in range twenty-two west, for such price or prices, or sums of money, and to such person or persons as he shall think fit and convenient, and also for us and in our names, and as our act and deed, to sign, seal, execute, acknowledge and deliver such deed or deeds, and conveyance or conveyances for the absolute sale and disposal there-
738 of, or for any part thereof, with such clause or clauses, covenant or covenants, and agreement or agreements to be therein contained as our said attorney shall think fit and expedient; hereby ratifying and confirming all such deeds, conveyances, bargains and sales which at any time hereafter be made by our said attorney touching or concerning the premises; and we do hereby revoke, annul, set aside and declare void a power of attorney given by us and Joseph A. Sire, deceased, to Charles W. Borup, dated May 1st, 1852, and all other powers and authority given by us and said Joseph A. Sire, deceased, to said Charles W. Borup, or to any other person or persons whatever.

In witness whereof we have hereunto set our hands and seals this the twelfth day of October, A. D. eighteen hundred and fifty-four.

P. CHOUTEAU, JR. [SEAL.]
EMILIE CHOUTEAU. [SEAL.]
J. F. A. SANFORD. [SEAL.]
ISABEL SANFORD. [SEAL.]
JOHN B. SARPY. [SEAL.]

Witness as to Pierre Chouteau, Jr., and Emile Chouteau, and John B. Sarpy—

EDW. W. SHANDS.
KATE GEBHARD and SYLVESTER LAY as to—
J. F. A. SANFORD and ISABEL SANFORD.

739 STATE OF MISSOURI, }
City & County of St. Louis. }

Be it remembered that on this twelfth day of October, A. D. eighteen hundred and fifty-four, before me, the undersigned, a commissioner appointed by the Governor of Minnesota Territory, residing in the city of St. Louis, State of Missouri, personally came Pierre Chouteau,

jr., and Emilie Chouteau, his wife, and John B. Sarpy, the signers and sealers of the foregoing power of attorney, and acknowledged the same to be their own free act and deed; and the said Emilie, on an examination separate and apart from her husband, acknowledged that she executed the same without any fear or compulsion from any one.

Witness my hand and official seal as such commissioner at office the day and year above written.

[SEAL.] EDWARD W. SHANDS,
Commissioner for Minnesota.

STATE OF NEW YORK,
City and County of New York, } *ss:*

Be it remembered that on the twenty-sixth day of October, in the year one thousand eight hundred and fifty-four, before me, Sylvester Lay, a commissioner within and for the State of New York,
740 appointed by the Governor of Minnesota Territory, residing in the city of New York, and authorized to take the acknowledgment of deeds, &c., to be used or recorded in said Territory, personally appeared John F. A. Sanford and Isabel, his wife, to me known to be the signers and sealers of the within instrument, and they acknowledged the same to be their free act and deed; and the said Isabel, on a private examination, separate and apart from her said husband, acknowledged that she executed the within instrument freely and voluntarily and without any fear or compulsion from her said husband or any one.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[SEAL.] SYLVESTER LAY,
Commissioner for the Territory of Minnesota,
18 *Wall St., N. Y.*

741 (Indorsed:) Office Reg. of Deeds, Ramsey C., M. Ter. I hereby certify that the within power of attorney was filed in this office for record on the 6th day of September, A. D. 1855, at one o'clock p. m., and was duly recorded in Book L of deeds, pages 459, 460 & 461. Sam. Shinn, Reg. of Deeds. Exhibit No. 16.

742 (Indorsed:) Power of attorney. Pierre Chouteau, J., & wife, John F. A. Sanford & wife, & John B. Sarpy to John S. Prince. Register of deeds office, Ramsey county, Minn. Received for record on the 21st day of September, A. D. 1868, at 2 o'c. p. m., and recorded in Book B of powers, pages 53 & 54. J. Mainzer, Reg'r of Deeds.

743 *Exhibit* 17.—*J. H.*

Know all men by these presents: That we, Pierre Chouteau, junior, and Emilie, his wife; John F. A. Sanford and Isabel, his wife;

John B. Sarpy and Rebecca W. Sire (devisee of Joseph A. Sire, deceased), have this day made, constituted, and appointed, and by these presents do make, constitute, and appoint John S. Prince our true and lawful attorney, for us and in our names to sell and dispose of absolutely in fee simple all or any of our lots, tracts, or parcels of lands, tenements, hereditaments, and all other real estate which we or either of us own, have, or hold in any county or counties east of the Mississippi river, in the Territory of Minnesota, and particularly in Kittson's addition to the city of St. Paul, in the county of Ramsey, in said Territory, located on the northeast corner of the southeast quarter of section thirty-one, the southeast quarter of section thirty-two, in township twenty-nine north, and part of lot number one of section five, in township twenty-eight north, all in range twenty-two west, for such price or prices or sums of money, and to such person or persons as he shall think fit and convenient; also, for us and in our names, and as our act and deed, to sign, seal, execute, acknowledge and deliver such deed or deeds, and conveyance or conveyances for the absolute sale and disposal thereof, or of any part thereof, with such clause or clauses, covenant or covenants, and agreement or agreements to be therein contained, as our said attorney shall see fit and expedient: and also, for us and in our names to demand, sue for, recover, and receive all back accounts, or other dues, or demands due us, or to become due to us, on notes, mortgages, or otherwise, and upon receipt thereof, or of any part thereof, for us and in our names to grant, execute, seize, and deliver all necessary receipts and acquittances, or discharges, hereby ratifying and confirming all such deeds, conveyances, bargains, and sales, receipts, acquittances, and discharges, which shall at any time hereafter be made by our said attorney, touching or concerning the premises; and we do hereby revoke, annul, set aside, and declare void a power of attorney, given by us and Joseph A. Sire, deceased, to Charles W. Borup, dated May 1st, 1852, and all other powers, and given by us and said Joseph A. Sire, deceased, to said Charles W. Borup.

744

745

In witness whereof we have hereunto set our hands and affixed our seals, this the tenth day of September, A. D. eighteen hundred and fifty-six.

P. CHOUTEAU, JR. [SEAL.]
EMILIE CHOUTEAU. [SEAL.]
J. F. A. SANFORD. [SEAL.]
ISABEL SANFORD. [SEAL.]
JOHN B. SARPY. [SEAL.]
REBECCA W. SIRE. [SEAL.]

Witness—

EDW. W. SHANDS.
F. V. PFISTER.
J. C. LAWRENCE.

STATE OF MISSOURI, }
County of St. Louis. }

Be it remembered that on this 10th day of September, 1856, before me, the subscriber, a commissioner in and for the State of Missouri, duly commissioned and authorized by the governor of the Territory of Minnesota, to take the acknowledgment and proof of deeds and other instruments of writing to be used or recorded in the said Territory of Minnesota, and to administer oaths and affirmations, &c., personally appeared Pierre Chouteau, Jr., and Emilie, his wife; John B. Sarpy, and Rebecca W. Sire, to me known to be the persons who executed the foregoing and written instrument, and
746 acknowledged the same to be their voluntary act and deed; and the said Emilie, wife of said Pierre Chouteau, Jr., on an examination apart from her said husband, acknowledged that she executed the said instrument freely, voluntarily, and without fear or compulsion of any one.

In witness whereof I have hereunto set my hand and affixed my official seal at office in St. Louis city, the day and year last above written.

[SEAL.] EDW. W. SHANDS,
Commissioner of Deeds for Minnesota in Missouri.

STATE OF NEW YORK, }
New York City & County, } *ss.*

Be it remembered that on this twenty-third day of September, A. D. one thousand eight hundred and fifty-six, before me, Joseph C. Lawrence, a commissioner in and for the State of New York, duly commissioned and qualified by the governor of the Territory of Minnesota, to take the acknowledgments and proof of deeds and other instruments of writing, under seal to be used or recorded in
747 said Territory of Minnesota, personally came John F. A. Sanford and Isabel, his wife, who are personally known to me to be the persons described in and who executed the foregoing letter of attorney, and acknowledged the same to be their voluntary act and deed; and the said Isabel, wife of the said John F. A. Sanford, on an examination separate and apart from her said husband, after having the contents of the said letter of attorney fully made known and explained to her, acknowledged then she had executed the said instrument voluntarily and freely, and without any threat, fear, or compulsion from any one.

In witness whereof I have hereunto set my hand and affixed my official seal, at my office in the city of New York, the day and year above written.

[SEAL.] JOSEPH C. LAWRENCE,
Commissioner for the Territory of Minnesota in and for the State of New York.

748 (Endorsed:) Power of Attorney. Exhibit 17, J. H. P. Chouteau, Jr., & Co. vs. John S. Prince. Office of register

of deeds, Hennepin co., Minnesota.—The within power of attorney was filed for record in this office on the 3d day of October, 1865, at 10 o'clock A. M., and duly recorded in book "A" of powers of attorney, pages 67 & 68. R. R. Bryant, reg'r of deeds. Office reg. of deeds, Ramsey co., M. T.—I certify that the within power of attorney was filed in this office for record on the 8th day of October, A. D. 1856, at 3 o'clock P. M., and was duly recorded in book "O" of deeds, pages 437 & 438. L. M. Oliver, rg. of deeds. Copy.

749 *Exhibit* 18.—*J. H.*

Know all men by these presents: That we, Pierre Chouteau, jr., and Emilie, his wife, John F. A. Sanford & Isabel, his wife, and John B. Sarpy, have made, constituted, & appointed, and by these presents do make, constitute, & appoint, Henry H. Sibley our true & lawful attorney for us & in our names to sell & dispose of absolutely, in fee simple, to any bona-fide purchaser or purchasers any lot or lots of ground belonging to us in the cities, towns, or villages of Mendota, Hastings, and Traverse des Sioux, in the Territory of Minnesota, for cash or on credit at such fair or reasonable market price as our said attorney may fix thereon, or may think fit to fix thereon; but if on credit, the purchase-money to be secured by mortgage or deed of trust on the property sold; and also for us & in our names & as our act & deed to sign, seal, and execute, acknowledge, & deliver such deed or deeds and conveyance or conveyances for the absolute sale and disposal thereof, or of any part thereof, with such clause or clauses, covenant or covenants of warranty, as our said attorney may think fit; we hereby ratifying and confirming all such deeds,
750 conveyances, bargains, and sales which our said attorney may make in pursuance of this power, in the same manner and with the like effect as if the said deeds or conveyances had been executed by us in our own proper person.

And we further authorize and empower our attorney, for us and in our names, to make a division and partition, according to our interests, of all the right, title, and interest we have in common with other proprietors in the city or village of Hastings aforesaid, which interest is the same interest held by said Henry H. Sibley on the 1st day of January, 1855, or at any time thereafter, in the said city or village of Hastings, and which has been conveyed to us by said Sibley by deed, pursuant to his contract with us to convey the same, dated the first day of September, A. D. 1855, and upon such just partition and division of the city or village of Hastings between us and the said proprietors in common with us; and upon the conveyance to us of our interest therein, by sufficient deed or deeds
751 of conveyance, we authorize and empower our said attorney for us and in our name to convey to the respective parties in interest in said Hastings, by deeds of like conveyance, their respective and fair proportions, in accordance with the several rights and interests in common therein without warranty—we ratifying and con-

firming the acts of said attorney in the premises, in like manner as if we had executed the said deeds of partition in our own persons.

In witness whereof we have hereto set our hands and seals this fourth day of January, one thousand eight hundred fifty-six.

P. CHOUTEAU, JR. [SEAL.]
EMILIE CHOUTEAU. [SEAL.]
J. F. A. SANFORD. [SEAL.]
ISABEL SANFORD. [SEAL.]
JOHN B. SARPEY. [SEAL.]

Witnesses to Pierre Chouteau's, Jr., signature—
J. H. MASON.
J. BISSELL.

As to the signatures of J. F. A. Sanford & wife—
JOHN BISSELL.
MARY BAMBIGO.

Witness to signatures of Emilie Chouteau and John B. Sarpy—
CHAS. P. CHOUTEAU.
HENRY ISAAC.

STATE OF MISSOURI, } *ss.*
City and County of St. Louis, }

Be it remembered that on this sixteenth day of January, A. D. 1855, before the undersigned, a commissioner of deeds for the Territory of Minnesota, within and for the city and county of St.
752 Louis, State of Missouri, duly commissioned as such, personally came before me Emilie Chouteau, wife of Pierre Chouteau, Jr., and John B. Sarpy, signers and sealers of the foregoing instrument of writing, and severally acknowledged the same to be their own free act and deed; and the said Emilie Chouteau, on an examination separate and apart from her said husband, by me, acknowledged that she executed the said deed without any fear or compulsion from any one.

In witness whereof I have hereto set my hand and official seal, at office in St. Louis city, Missouri, the day and year last aforesaid.

[SEAL.] EDW. W. SHANDS,
Com'r for Minnesota in Missouri.

753 UNITED STATES OF AMERICA, } *ss:*
State, City, and County of New York, }

I, John Bissell, a commissioner appointed by the governor of the Territory of Minnesota, and under the laws of said Territory, with full power and authority to take acknowledgments or proof of all deeds or other instruments in writing, depositions, and other testimony, &c., &c., in and for the State of New York, to be used in said Minnesota Territory, duly commissioned by said governor and affirmed, and dwelling in the city of New York, do by this public instrument, given under my hand and official seal, certify and make known that on the 4th day of January, one thousand eight hundred

and fifty-six, before me personally appeared, in my State aforesaid, Pierre Chouteau, Jr., John F. A. Sanford and Isabel, his wife, the signers and sealers of the annexed instrument, bearing date the 4th day of January, 1856, who severally and respectively acknowledged the same to be their free act and deed for the uses and purposes therein mentioned. She, the said Isabel Sanford, on a private examination by me separate and apart from her husband, and
754 the contents of the said instrument made known to her, declared that she did voluntarily and of her own free will and accord, and without any fear or compulsion of or by any person or persons whomsoever, sign, seal, and as her act and deed deliver the said instrument.

Dated this 4th January, 1856.

[SEAL.] JOHN BISSELL,
Commissioner for Minnesota.

755 (Indorsed:) Power of attorney; P. Chouteau, Jr., & Co. to H. H. Sibley; exhibit 18, J. H., (copy); Office of Register of Deeds, Dakota county, Min. Ter.: I hereby certify that the within instrument was filed in this office for record on the 15th day of February, 1856, at 11 o'clock A. M., and was duly recorded in Book A of mis. records, pages 177, 178, 179, & 180; John Kennedy, reg. of deeds.

756 *Ex.* 19.—*J. H.*

SAINT LOUIS, 24 *Septembre*, 1850.

MON CHER SANFORD: J'ai reçu le 18 du prés[t] la vôtre du dixième à laquelle j'aurais répondre plutôt si je n' aeuis été indisposé. Je vous ai faét télégraphé hier à l'égard de $50,000, et Sire vous en a donné les particularités. J'espère que vous pourrez vous suffire à vous même paruque cet argent conterait un peu cher, mais quelqu' en soit les conséquences, il ne faut pas que notre crédit soutfre, d'autant plus que j'aince à croire que c'est la dernière difficulté que les affaires de cette maison nous causemont, il est important que vous y voyez le plus souvent possible, et accélérer autaut que les circonstances le permettront le réglement de tous les comptes, soit dans ce pays comme en Europe, et surtout point de nouvelles transactions. Quant á la vente des laines, à moines d'une prospective de Hausse, tachez d' en finir. Je sais que c'est difficile, qu' il funt attendre des acheteurs, si vu offre. Il s'eu suit généralement une dépréciation, il faut donc veiller les occasions avec quelque patience.

Vous ne me dêtes pas pourquoi, vous avez à payer le 17
757 septembre et octobre 17,000 chaque, et les 17 novembre et décembre, 7,000 chaque, faisant en tout $48,000. (Je me trompe, c'est pour les Bonds d' Albany.) Je suis flatté d'apprendre que vous étiez au moment d'en finir avec les Ervings. J'espére que vour ne leur aurez fait amune concession importante sur l'arrangement que nous étions convenu avant mon départ.

J'ai communiqué à Sire et Sarpy le paragraphe de votre lettre qui

les concesnait, piusque l'sffaire n' a pas été conclue dans le temps, et qu' il parait que nous nous étions trompés tous les deux sur la situation des affaires au 31 décembre, 1850, que vous aviez évalué à 210,000 et moi à 206,000 de profits qui se trouvent par l'apperçue du 31 juillet, 1851, être d'environ $300,000, ils préféraient donc attendre jusqu' à la fin de l'année et régler sur le montant qui sera transféré des vieux livres aux nouveaux, detes 31 décembre, 1850, en faisant une raisonnable déduction pour les pertes (s'il y en avait) sur les achats de peaux, de 1850 à 1851, et déduisant les pertes sur les affaires de Merle, on bien les créditer de toutes leur proportion de P. C., Jr., et Co. et ensuite les recharger de leur proportion de profits et pertes sur les peaux, et C. M. et Sanford, quand elles seront entièrement connues, en se retirant des affaires de la maison de
New York. Ces messieurs ne désireraient pas faire de sac-
758 rifices, mais obtenir tout ce qui peut leur revenir, mais encore moins vous faire faire un marché onéreux, dans cette affaire il est entendre que votre intérêt ici continuerai si vous le desirez.

Depuis son retour nous avous donné à Ben un maêtre d'espagnol et français, histoire, &c., &c., demain un second va commercer pour l'anglais, l'arithmétique, &c., &c. Jusqu' à présent tout va bien. Il est d'une grand assiduité et promet beaucoup. Si ces bonnes disposition continuent nous le garderons ici, au lieu de le renvoyer à l'est de cette manière il aura quatre heures de leçons par jour, outre le temps d'étude, le reste du jour il promènera à cheval on en voiture autant qu' il vent. Je vous ai laissé la note pour les achats de Charles, et il me semble que vous l'avez mis dans votre porte feuille, mais j'ai la certitude que vous l'avez. Charles vous a télégraphé à cet égard.

La mamau a reçu la lettre de Belle, embrasse la pour nous, ainsi que Minnie.

Votre bien devoné,

PIERRE CHOUTEAU, Jr.

(Indorsed:) Pierre Chouteau, Jr., to John F. A. Sanford, Saint Louis, 24 Septembre, 1851; B, Exhibit 19.

759 *Exhibit* 19.—*J. H.*

St. Louis, *September* 24, 1851.

My Dear Sanford: On the 18th of the present month I received yours of the 10th, to which I would have replied sooner if I had not been ill. I telegraphed to you yesterday in reference to the $50,000 and Sire has given you the particulars. I hope that you will be able to furnish the money yourself, because that is rather a costly amount; but let the consequences be what they may, our credit must not suffer, particularly because I wish to believe that this is the last difficulty which the business of this house shall occasion us. It is important that you see to it as much as possible, and hasten, as far as circumstances will permit, the adjustment of all the accounts as well in this country as in Europe; and above all, no new transactions.

Regarding the sale of wools, unless there is a prospect of a rise, endeavor to close it up. I know that is difficult; that we must await purchasers; if any offer, a depreciation generally follows. We must then with some patience watch for favorable opportunities.

760 You did not tell me the reason why you have to pay on the 17th of September and October, $17,000 each time, and again on the 17th of November and December $7,000 each time, making in all $48,000. (I am mistaken; it is for the Albany bonds.) I am gratified to learn that you are on the point of closing up with the Ewings. I hope that you have not made to them any important concession touching the arrangement which we had agreed upon before my departure. I have communicated to Sire and Sarpy the paragraph which concerned them in your letter. Since the business has not been concluded in time, and it appears that we were both of us mistaken as to the situation of affairs, on the 31st of December, 1850. You had estimated at $210,000, and I at $206,000 profits, which can be seen by the appearance of 31st of July, 1851, to be about $300,000; therefore they preferred to wait until the close of the year and determine upon the total amount, which will be transferred from the old books to the new, say 31st of December, 1850. In making a reasonable deduction for the losses (if any there be) on the purchases of furs from 1850 to 1851, and deducting the losses on Merle's business, or crediting P. C., Jr., & Co., their entire proportion, and afterwards recharging them with their proportion of profits and losses on the skins to C. M. and Sanford, when they will be fully known. In retiring from the business of the house in New York, these gentlemen are desirous of not making any sacrifice but to secure all that may accrue to them; still less do they desire that you make a burdensome agreement or bargain. In this business it is understood that your interest here will continue if you wish it.

761

(Here follow a few lines of irrelevant matter which translator omits.)

Since Ben's return we have provided him with a teacher of Spanish, French, history, &c., and to-morrow another teacher will commence in English, arithmetic, &c., &c. Up to the present time every thing goes on nicely; he applies himself diligently and promises well. If these good dispositions continue, we will keep him here instead of sending him back to the East. In this way he will have four hours of instruction daily besides his time for study; the remainder of the day he can either ride on horseback or in a carriage as much as he pleases. I left you the note for Charles's purchases, and it seems to me that you put it into your portfolio. However,

762 I am positive that you have it. Charles has telegraphed to you concerning this matter. Mother has received Belle's letter; kiss her for us, and also Minnie.

Yours, &c.,

PIERRE CHOUTEAU, JR.

(Endorsed): Pierre Chouteau, Jr. Letter addressed to J. F. A. Sanford. St. Louis, September 24, 1851; B, Exhibit No. 19.

762½ *Ex.* 19.—*J. H.*

P. CHOUTEAU, JR., & CO., No. 2.

Balances on 28th of February, 1853.

Merchandise		$16,359 88
Profit and loss		232,486 83
Charges	$20,689 89	
Retail store		4,234 70
Skins		13,906 45
Bills receeivable	11,607 62	
Bills payable		3,060 00
Upper Mo. O. 1851	671 48	
Sioux Outfit 1851	21,585 67	
Upper Miss. O. 1850		655 43
Upper Miss. O. 1849	17,175 76	
Upper Mo. O. 1851	31,260 59	
Sioux Outfit 1850	35,231 23	
Sioux Outfit 1849	11,276 39	
Sioux Outfit 1848		2,866 10
Sac Outfit		915 91
Saint Peter's O. 1847	4,390 43	
Western O. 1845	27,800 55	
St. Peter's O	13,540 14	
Winnebago & Chip. O	94,936 66	
Winnebago & Chip. O. 1849	27,694 28	
Minnesota O. 1849	73,364 93	
Minnesota O. 1850 n—a	78,683 32	
P. A. Sarpy Bluffs		2,027 04
C. & F. Chouteau D. O		3,696 51
P. Chouteau, Jr., & Co., No. 1		608 91
J. Smart	10,143 22	
Sioux O. 1852		54,138 30
Minnesota O. 1852	5,169 73	
P. Chouteau, Jr., & Co., No. 3		75,006 59
P. Chouteau, Senior		11,701 33
A. L. Chouteau		17 75
J. Kidd	3,185 52	
H. H. Sibley		19,191 01
F. B. Sibley		3,119 94
Estate D. Lamont		65,615 12
Property on 2d st		22,731 00
Property block 5		14,364 01
Props. Hasley		3,566 17
Suspense acc't	178 31	
Ship't N. Y. 1851		1,718 62
Real estate Springfield		489 46
Land Columbia Bottom		93 17
Land Clay Co		80 00
Props. J. Small in Co		2,113 29
Ship't New York 1852	12,822 83	
West Newton stock	2,471 47	
Props. block 43		166 95
Ship't New York with Campbell.		3,737 21
S. S. Phelps, Jr., 1852		2,146 67
D. & T. D. S. Macdonell	2,224 51	
T. D. S. Macdonell	3,689 18	

Lewis Hawood	$193 42	
Tongue ac't 1851		$302 55
Telegraph stock	410 00	
763 Ship'ts in Co. with R. C		4,907 37
Props. St. Joseph		13 84
H. H. Bober	31 08	
Lot Carondelet		210 57
Stock Union Ins. Co. V. M. O	2,900 00	
" " " Eudora	562 63	
Lot Carondelet D	495 02	
Chas. Larpenteur	759 65	
St. Louis & Miss. Telegraph	200 00	
Citizens' Ins. Co. stock	3,880 00	
Trans. Ft. Laramie		604 48
Estate D. Girard		1 00
St. Br. Emilie Lapsley	181 65	
W. Laidlaw	1,679 89	
Ship't New York Lesieur	21,667 91	
J. B. Lefreve		450 00
Ship't wolves with R. C	638 70	
Zephir Rencontre		93 65
S. G. Mason & Co	5 25	
Consign't to Bornp	305 12	
Ship't New York Sioux O. 1851	15,358 59	
" " Minnesota O. M. O	6,315 19	
" " " M. O. L. S. A.	1,805 09	
Purchase Ark. s—a	2,608 66	
Tongue ac't 1852		529 50
Ship't New York Minnesota O. L. S. N. O.	245 82	
P. Menard	8 00	
C. T. Wilgus		176 00
W. T. Dyer & Co		20 85
Emilie Denis		400 00
	$569,285 81	$569,285 81

(Indorsed:) P. Chouteau, Jr., & Co., No. 2; balance 28th Feb'y, 1853; Exhibit No. 19; copy.

764 *Exhibit* 20.—*J. H.*

To all to whom these presents shall come or may concern, greeting: Know ye, that I, Pierre Chouteau, junior, of St. Louis, in the State of Missouri, for and in consideration of the sum of one dollar lawful money of the United States of America to me in hand paid by Samuel L. M. Barlow and Frederick C. Gebhard, of the city of New York, executors of the last will and testament of John F. A. Sanford, late of said city, deceased, and in further consideration of an assignment and transfer of the interest of the said John F. A. Sanford, deceased, in the copartnership assets of the late firm of P. Chouteau, junior, and Company, and P. Chouteau, junior, Sandford and Company, executed and delivered to me by said executors cotemporaneously with the execution and delivery hereof, by virtue of an order of the Surrogate of the county of New York, made in the matter of the estate of John F. A. Sanford, deceased, and bearing date the twenty-fifth day of

November, in the year one thousand eight hundred and fifty-nine, have remised, released and forever discharged, and by these presents, do, for myself, my heirs, executors and administrators, remise, release and forever discharge the said executors and the estate
765 of the said testator and his heirs, next of kin, devisees and legatees, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever in law or in equity, which against the said John F. A. Sanford or them or any or either of them I ever had, now have, or which I or my heirs, executors or administrators hereafter can, shall or may have for upon or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the day of the date of these presents, and particularly upon or by reason of the partnership accounts of the late firm of P. Chouteau, junior, and Company, of the city of New York, which firm was composed of myself and the said John F. A. Sanford. And I do hereby, for the considerations aforesaid, covenant and agree with the said Samuel L. M. Barlow and Frederick C. Gebhard, executors as aforesaid, well and truly to indemnify, save and keep
766 harmless them and each of them as such executors and individually, and the estate of the said John F. A. Sanford, deceased, his devisees, legatees, heirs and next of kin, of and from all and all manner of liability, recoveries, costs, charges, expenses, claims and demands for, on account, or by reason of any of the copartnership debts or liabilities of the late firms or copartnerships of P. Chouteau, junior, Sanford and Company, and P. Chouteau, junior and Company, of the city of New York, and of each of said firms or copartnerships. Nothing herein contained is to affect the rights which the said Pierre Chouteau, junior, now has either as surviving partner or by assignment to collect all the assests of any firm formerly existing at Saint Louis, in the State of Missouri, in which the said John F. A. Sanford was formerly a partner, for his own sole use and benefit according to the terms agreed upon on the retirement of said John F. A. Sanford from said firms, or to affect or impair the rights of said Pierre Chouteau, junior, to said assets. And I do hereby covenant and agree with the said Frederick C. Gebhard and Samuel L. M. Barlow, executors as aforesaid, that I have good right and lawful authority to release and discharge in manner aforesaid.

767 In witness whereof I have hereunto set my hand and seal the first day of December, in the year of our Lord one thousand eight hundred and fifty-nine.

(Signed,) P. CHOUTEAU, JR. [L. S.]

Sealed and delivered in presence of—

(Signed,) WM. MAFFITT.
JOEL G. HARPER.

STATE OF MISSOURI, } ss.
City & County of St. Louis, }

I, Joel G. Harper, a commissioner for the State of New York, residing in St. Louis, in the county of St. Louis, and State of Missouri, do certify that on the first day of December, A. D. 1859, personally appeared before me in the city of St. Louis, in the county of St. Louis aforesaid, Pr. Chouteau, jr., who is personally known to me to be the individual described in and who has executed the foregoing release, and he then and there acknowledged to me that he executed the said instrument.

In witness whereof I have hereunto set my hand and affixed seal at office, in St. Louis, Missouri, this 1st day of December, A. D. 1859.

[NOTARIAL SEAL.] (Signed) JOEL G. HARPER,
Commissioner for New York.

(Endorsed:) Copy; dated 1st December, 1859; Pierre Chouteau, jr., to the executors of John F. A. Sanford, deceased; release; No. 6; Exhibit 20, J. H.

768 *Exhibit* 21.—*J. H.*

I have in P. Chouteau, Jun., & Co., "New York," old concern, an interest equal to that of Mr. Sarpy and Mr. Sanford, that is: $86\frac{2}{3}$ shares of 500, or $17\frac{1}{3}$ per cent. By the within balance sheet of P. Ch., Jr., & Co., old concern, the profit and loss ac. shows a cr. of $144,111.60, which is sustained by the indebtedness of Chouteau, Merle & Sanford of $145,453.$\frac{88}{100}$. Chouteau, Merle & Sanford will (if Jno. Simonds pays his note in the hands of P. Chouteau, Jr., & Co., No. 3, in St. Louis) pay the said balance, or very near. When that will be ascertained I shall be therefore entitled to my share of seventeen and one-third per cent. of the assets of P. Ch., Jr., & Co., New York, old concern, as per balance sheet referred above.

My interest in the business of P. Chouteau, Jun'r, & Co., St. Louis, No. 1, (the books are yet opened,) is of per cent., and in the business of P. Chouteau, Jun'r, & Co., No. 2, St. Louis, of seventeen and one-third per cent. This concern is not closed out, and will not be until 1855, at which time the outfits in the Upper Mississippi (Northern Outfit), under the management of H. H. Sibley, at Mendota, and C. W. Borup, at St. Paul, will be closed entirely.

769 In my opinion, if that gives no loss it will not give any profit.

Now, my interest in the present concern at St. Louis, P. Chouteau, Jr., & Co., No. 3, commencing on the 1st of January, 1853, is of twenty-six per cent., Mr. Sarpy the same, and Mr. P. Chouteau of 48 per cent. See agreement of partnership, signed 30 August, 1853.

The above statement I append to my will so as to guide my executors in case of need.

JOS. A. SIRE.

ST. LOUIS, *August* 26, 1853.

In the month of January, 1854, Mr. Chouteau made a dividend of ninety thousand ($90,000) out of the assets of the old concern in New York, and of which my account upon the books of P. Chouteau, Jr., & Co., No. 3, has been credited of $15,600, being my seventeen and ⅔ per cent. of $90,000, &c.

JOS. A. SIRE.

ST. LOUIS, *February* 1, 1854.

(Endorsed:) Exhibit 21, J. H.; copy.

770 *Exhibit* 22.—*J. H.*

NEW YORK, *Sept'ber* 15, 1860.

WM. MAFFITT, ESQ., *Saint Louis.*

DEAR SIR: Yours of the 6th ult. has remained unanswered in order that I might consult with my co-executor, with whom I have just had an interview. We are both much surprised to hear for the first time of the large indebtedness to which you allude, as we understood from Mr. Chouteau's agent at the time of our settlement in December last, that the Minnesota property would probably prove very valuable, sufficiently so to return to us as executors a handsome sum, and were not advised of any charge against the property which we should have to pay. Before determining as to our course, it is necessary that we should be fully advised of the nature of Mr. Chouteau's claim, and you will please send us a copy of the accounts of firm No. 2 and firm No. 3, to which you allude, and we will examine the same with the vouchers. Please also advise us as to the situation and present value of the Minnesota property to which you allude, and be kind enough to furnish us a copy of the undertaking or agreement with Mr. Sanford, made on the occasion of his retire-
771 ment from firm No. 2, to which reference is made in the release from Mr. Chouteau to us dated Dec'b., 1859.

Hoping soon to hear from you in relation to these matters, I am yours, respectfully,

FRED. C. GEBHARD, *Ex'ut'r.*

772 *Exhibit No.* 23.—*J. H.*

NEW YORK, *June* 3, 1861.

MY DEAR BARLOW: It seems to me quite important in answering the bill filed against us—

1. To insist on the production of the original papers executed at the time Sanford retired from the Saint Louis firm.

2. To allege that Sanford sold out his interest in the Saint Louis firm, with all its liabilities, to Sarpy and Sire, and assumed their position in the New York firm, reserving for himself, individually, his share of the Saint Paul property free of all liabilities, which was simply left in Mr. Chouteau's name, partly so as not to complicate

matters, as well as from the implicit trust that Sanford had in Mr. Chouteau, that everything would be properly accounted for.

3. Allege that in the transfer each party agreed to assume the outstanding liabilities.

4. When Mr. Chouteau settled with the executors of Mr. Sanford, he distinctly stated that the release covered all debts of the deceased, except a few trifling ones in New York, which the executors have paid or settled for; and that Mr. Sanford's interest in the Saint
773 Paul property would be one of the assets that would revert to to the estate and to the minor children.

I will now take up the bill of complaint.

First. I do not know if correct or not.

Second. I do not know, but we must insist on the fullest proof of the assertions in this article.

Third. I do not know.

Fourth. I do not know.

Fifth. I do not know. Insist on the production of the articles of dissolution, as well and most particularly on the terms of the dissolution.

Sixth. I do not know—if the account "The Minnesota outfit"—as described; allege that charges may have been made that did not belong to the account and were never ratified by Sanford. If ratified by Sanford, produce the proof; produce the terms and agreement of copartnership according to which the account so called "The Minnesota Outfit" was carried on.

Seventh. The valuations of this property to be furnished. Allege of much larger value than named in 1858. Mr. Chouteau filed an oath that an inventory had been taken of all his property by competent parties and had been valued at the cash market price.
774 Produce such inventory and such valuation. Sanford's proportion of such lands was individual property.

Eighth. Don't know anything about the liabilities. Deny their existence on the ground that they were assumed by Sarpy and Sire and no statement has ever been rendered to the executors. Want a full statement of accounts of the "Minnesota Outfit" since the beginning of the account. No accounts have ever been served upon the executors. No legal demand has ever been made of the executors to make the payment before filing the present bill.

Ninth. Don't know; want full extracts and descriptions of all claims, dues, moneys and notes due which are alleged to be of little value, but may have become so in a great measure by the carelessness or negligence displayed in their collection, for which the parties should be made liable.

Tenth. I don't know; no indebtedness exists against Sanford; Sanford holds his interest free of all incumbrances.

Eleventh. Don't know that the amounts alleged have been paid; produce the proof; produce the proof that Sanford was ever requested to pay; allege no demand was ever made of him; no legal

779 *Exhibit* 25.—*J. H.*

[SEAL.] STATE AND COUNTY OF NEW YOEK, } ss:
Surrogate's Office, }

I, Edward C. West, surrogate of said county, and acting as clerk of the Surrogate Court, solemnly certify that I have compared the annexed copy of the petition to compromise in the estate of John F. A. Sanford, deceased, with the original record thereof now remaining in this office, and have found the same to be a correct transcript therefrom and of the whole of such original record.

In testimony whereof, I have hereunto set my hand and affixed my seal of office this twenty-second day of December, in the year of our Lord one thousand eight hundred and fifty-nine, and of our independence the eighty-fourth.

EDWARD C. WEST,
Surrogate.

(Copy.)

780 Before the Surrogate.

In the matter of the Estate of John F. A. Sanford, deceased.

John H. Thompson, being duly sworn and examined in the matter of the petition of the executors of said estate for an order granting them leave to compromise with Pierre Chouteau, junior, deposes and says: I am the person of that name mentioned in the said petition; I have read the petition, and its allegations are correct and true to the best of my knowledge and belief. Since the statement of accounts therein referred to down to the 30th September, 1858, was made, and since the 31st July, 1859, I have re-examined and restated the accounts down to the last-mentioned date. The result of this latter statement is still more unfavorable to the estate of Mr. Sanford than the prior one, although in making it I have added fifty thousand dollars to the previous estimate of the value of Mr. Sanford's interest in the assets of the house of P. Chouteau, Jr., Sanford & Co., to allow for any possible increase in the value of the assets of that house. This still more unfavorable result to the estate of Mr. Sanford arises from debts and claims to a large amount due the house of P. Chouteau, Jr., & Co., which were then still open
781 on the books and estimated for, having since given to the debit of profit and loss and to the depreciation in the value of assets, according to my estimate made both July 31, 1859, after crediting Mr. Sanford's estate with the estimated value of his interest in the house of P. Chouteau, Jr., Sanford & Co., it must still be indebted to Mr. Chouteau upon the general result of the accounts of the house of P. Chouteau, Jr., & Co., in the sum of one hundred and ninety-two thousand eight hundred and sixty-eight dollars and thirty-five cents, instead of the result shown by the said previous statement. I was actively engaged in the business of the said house of P. Chouteau,

Jr., & Co., for several years prior to Mr. Sanford's death; had the management of its business after his death, in the absence of the surviving partner, Mr. Chouteau, who resides in St. Louis; was one of the assignees of Mr. Chouteau in the assignment executed by him, and am still actively engaged in the liquidation of the affairs of the house. Mr. Chouteau himself is now in St. Louis, and has been absent from the State during the whole of the past year.

JOHN H. THOMPSON.

Sworn before me this 21st October, 1859.

EDW. C. WEST,
Surrogate.

(Copy.)

782 To the Surrogate of the County of New York.

In the matter of the estate of John F. A. Sanford, deceased.

The petition of Samuel L. M. Barlow and Frederick C. Gebhard, executors, &c., of John F. A. Sanford, deceased, respectfully shows:

That the said John F. A. Sanford departed this life on or about the month of May, in the year one thousand eight hundred and fifty-seven, being at the time of his death an inhabitant of the city and county of New York, and having assets within the said city and county, and leaving a last will and testament in due form to pass real and personal estate, wherein and whereby he nominated and appointed your petitioners, Frederick C. Gebhard and Samuel L. M. Barlow, of the city of New York, executors of his said will; that the said will has been duly proved before the surrogate of the county of New York, and letters testamentary thereupon issued to your petitioners, who have duly qualified as such and taken upon themselves the burthen of the execution of said will.

That at the time of the death of the said John F. A. Sanford, Pierre Chouteau, junior, of St. Louis, Missouri, and the said John F. A. Sanford were copartners in business as merchants at the
783 city of New York under the firm-name and style of P. Chouteau, junior, & Co., and were also copartners together with Uriel A. Murdock, of the city of New York, George Peabody & Company, and Curtis M. Sampson, of London, in England, in other business under the name and firm of P. Chouteau, junior, Sanford & Company; that the business of said firm of P. Chouteau, junior, and Company, owing to unfortunate operations undertaken in the lifetime of the said John F. A. Sanford, resulted in very heavy losses, and the business of the said firm of P. Chouteau, junior, Sanford and Company produced large profits; that after the death of the said John F. A. Sanford, owing to such losses and *and* others, and the pressure of the times in the latter part of the year one thousand eight hundred and fifty-seven, the said Pierre Chouteau, junior, as surviving partner in the said firm of P. Chouteau, junior, and Company, was obliged to make assignments for the benefit of the creditors of said firm of

the assets of that firm and of his interest in the assets of said firm of P. Chouteau, junior, Sanford and Company and of other firms with which he was connected, in trust for the benefit of creditors, the assignees being Uriel A. Murdock and John H. Thompson of the city of New York, whose affidavits are hereto annexed.

That since the execution and delivery of such assignments, partly by the proceeds of the assigned property realized by the assignees and partly by private management with his creditors, the said
784 Pierre Chouteau, Jr., has been able to settle with all his creditors and the creditors of his firm who are known, and such creditors have all consented in writing that the assigned property shall be released and retransferred by said assignees to him, which has accordingly been done, and the said Pierre Chouteau, junior, is accordingly reinstated in the possession and enjoyment thereof.

Your petitioners further show that with the aid and assistance of the said assignees the said Pierre Chouteau, Junior, has caused to be made up the account of the said firm of P. Chouteau, Junior, and Company to the thirtieth day of September, one thousand eight hundred and fifty-eight, and that as appears therefrom under the most favorable aspect the aggreate loss on the final winding up of the affairs of the firm cannot reasonably be expected to be less than the sum of nine hundred and fifty-one thousand five hundred and eighty dollars and ninety cents, the one-half of which, amounting to four hundred and seventy-five thousand seven hundred and ninety dollars and forty-five cents, is chargeable to the said John F. A. Sanford's undivided account on the books of the said firm at the time of making the said statement amounted to eighty-seven thousand and twenty-six dollars and five cents and no more; and there are
785 other items yet to go to the credit of that account which may increase it by thirty thousand and twenty-two dollars and twenty-nine cents, making an aggregate, with interest, amounting to five thousand two hundred and eighteen dollars and fifty cents, of one hundred and twelve thousand four hundred and sixty-six dollars and eighty-four cents, leaving a nett balance due from the estate of the said John F. A. Sandford to said Pierre Chouteau, Junior, on a final settlement of the affairs of the said firm of P. Chouteau, Junior, and Company as appears from said statement of not less than the sum of three hundred and sixty-three thousand three hundred and twenty-three dollars and sixty-one cents.

Your petitioners further show that the interest of the said John F. A. Sanford in the property and assets of the said firm of P. Chouteau, Junior, Sanford and Company, including the amount already received by said Pierre Chouteau, Junior, on account thereof as hereinafter mentioned is estimated by the said statements not to exceed the sum or value of two hundred and fifty thousand dollars.

That said Pierre Chouteau, Junior, has already received on account thereof the sum or value of fifty-one thousand five hundred and forty-one dollars and four cents, which has been duly credited to the said John F. A. Sanford on the books of the said firm of P.

Chouteau, Junior, and Company, and the result of the ac-
786 counts of that firm above stated are those arising after the giving of such credit, leaving an amount of about one hundred and ninety-eight thousand five hundred and fifty-eight dollars and sixty cents still to be received by the said John F. A. Sanford from the said firm of Chouteau, Junior, Sanford and Company, which firm has ceased to do business and is in process of liquidation. That the individual debts of the said John F. A. Sanford are, as your petitioners believe, exceedingly small, and will not exceed the sum from five to ten thousand dollars, and there are assets exclusive of his interest in said firms more than sufficient to pay all his other debts which have been presented to your petitioners or the existence of which is known to them in full.

Your petitioners further show that the said Pierre Chouteau, Junior, as they are informed and believe, is willing, if it can be done without delay, on receiving with the consent of the executors the balance of the share of the estate of the said John F. A. Sanford in the assets of the said firm of P. Chouteau, Junior, Sanford & Company, and a release by your petitioners of all interest of said estate in the assets of said firm of said Pierre Chouteau, Junior, and Company, to accept the sum in full compromise and satisfaction of all claims and demands against the said estate, and to release and discharge the re-
maining assets of the said estate from all further claims and
787 demands on account of said indebtedness, and to indemnify the said estate against all indebtedness and liability on account of the said partnerships and each of them. And your petitioners verily believe that such an arrangement will be highly beneficial to the said estate, releasing and discharging the said estate from a claim of not less than one hundred and sixty-four thousand seven hundred and sixty-five dollars and fifty-five cents, and saving a considerable amount of private and individual assets of the said John F. A. Sanford for the benefit of his widow and her children.

Your petitioners further show that the said Pierre Chouteau, Junior, claims a lien in equity on the share of the said John F. A. Sanford in the assets of said firm of Pierre Chouteau, Junior, Sanford and Company for the satisfaction of said balance due to him from said estate arising from the accounts of the firm of P. Chouteau, Junior, and Company, and that he has been advised by counsel that he had such lien, and that the share of said John F. A. Sanford in the assets of said firm of P. Chouteau, Junior, Sanford and Company cannot be recovered by the executors without satisfaction of your petitioners' said claim, and that the payment and delivery of the share of the said John F. A. Sanford in the assets of said firm of Pierre Chouteau,
Junior, Sanford and Company to your petitioners has been
788 refused by the surviving partners in that firm under such advice, and that the making of such compromise and composition will also prevent a long and expensive litigation.

Your petitioners therefore pray that an order may be made authorizing your petitioners to compromise with the said Pierre Chou-

Ramsey's Addition.

Lot.	Block.
14	2

792 *Land at Pig's Eye.*

N. ½ of n. e. ¼ of section 10, town 28, range 22, 80 acres.

Mississippi Boom Lands.

Lot.	Sec.	Town.	Range.	Acres.	Lot.	Sec.	Town.	Range.	Acres.
2	14	28	23	18 44-100	5	14	28	23	25 60-100
3	14	28	23	25	1	23	28	23	15 88-100
4	14	28	23	10 12-100	4	22	28	23	16 76-100

Mendota and Vicinity.

Town 28, Range 23.

	Sec.	Acres.		Sec.	Acres.
W. ½ of S. W. ¼	34	80	Lots 1 and 5	26	80

Town 27, Range 23.

	Sec.	Acres.
S. W. ¼ and W. ½ of N. W. ¼	3	234.62
S. E. ¼ of N. W. ¼ and lots 1, 2 3, 4, and 5	4	245.32
Lots 4, 5, 6, and 7	8	160.
S. E. ¼ of N. W. ¼		
E. ½ of N. E. ¼		
N. W. ¼ of N. E. ¼		
S. W. ¼ of N. E. ¼		
N. E. ¼ of S. E. ¼		
Lot 1	9	290.50
W. ½ of N. W. ¼		
N. W. ¼ of S. W. ¼		
N. E. ¼ of N. W. ¼		
S. E. ¼ of N. W. ¼		
S. W. ¼ of N. E. ¼		
N. W. ¼ of S. E. ¼		
N. E. ¼ of S. W. ¼		
N. ½ of N. E. ¼		
S. E. ¼ of N. E. ¼	10	430.
E. ½ of N. E. ¼	17	80.
		1,600 44/100

793 *Lots in Mendota.*

One undivided one-half interest.

Lots.	Block.	Lots.	Block.
4 and 5, less railroad	2	All of	70
1, 2, and 3, less railroad	3	"	71
15 feet lot 14, less railroad	3	"	32
1, 2, 3, 4, and 5, less railroad	5	" , less railroad	33
		"	34
3, 7, 8, 9, and 10, less railroad	6	"	35
		"	39
7 and 8, less railroad	7	"	40
10	7	"	41
8 and 10	8	"	42
8	9	"	43
8, 9, and 10	10	1 to 5	45
3, 6, 7, 8, and 9, less railroad	11	All of	49
		"	50
All of	14	"	51
"	15	"	52
" less railroad	16	"	53
"	17	"	54
1 to 3, and 5 to 10	18	"	55
2	19	"	56
3, 6, 7, 8, 9, and 10, less railroad	19	2 fractional lots	57
		5 " "	58
All of	23	All of	59
To 13, and 6 to 10	24	"	60
All of, less railroad	25	"	65
" " "	26	"	66
" " "	27	"	72
All of	31	Small fraction lots	73
794 Small fraction lots	67	" " "	74
" " "	68	All of	75
All of	69	"	76

Sibley's Addition to Mendota.

Lots.	Block.
1 and 7	79
1, 2, 3, and 7	80
1 to 5	81

Mendota Township, Town 28, *Range* 23.

	Acres.
Lot 5, sec. 22, Island in Mississippi River	2.77
" 1 " 27 " " "	1.80
Lots 1 and 2 and N. W. ¼ of N. W. ¼, sec. 34, less amount lying west of Mendota and Wabashaw Road	110.26
	114.83-100

	Acres.
¾ undivided interest in S. E. ¼ of S. W. ¼, sec. 34, less railroad	31

Eagantown, Town 27, Range 23.

S. ½ of N. E. ¼, less R. R. N. W. ¼ of N. E. ¼, less R. R. N. E. ¼ of N. W. ¼ S. E. ¼ of N. W. ¼	Sec. 3	188.48
		219.48

795 *Lands at White Bear.*

	Acres.
S. W. ¼, sec. 9, town 30, range 22	160

Bazille & Guerin's Addition.

Lot 11	1

160 acres of the land in Eagantown improved; buildings worth $400.

Traverse des Sioux.

Five-sixths undivided interest in lots and warehouse, Traverse des Sioux, Nicollet county.

St. Cloud.

One-half undivided interest in lot 8, block 39, and lot 3, block 49, in St. Cloud, Stearns county.

Belle Plaine, Scott County.

Lots.	Block.	Lots.	Block.
9	2	25	28
16	5	12	34
14	10	8	45
7	14	7	74
8	18	13	89
796 25	129	9	168
2 and 28	144	9 and 30	172
7, 26, and 27	151	7	184
15	164	16	185
11	166	12	187

Saint Anthony, Hennepin County.

Thursday, August 16th, at the door of the office of Richard Chute, at Saint Anthony Falls.

Lots.	Block.	Lots.	Block.
2, 3, 4, 5, 6, 7, 12, 13, 14	2	2, 3, 4, 5, 6, 7, 8, 9, 11, 12	7
3, 4, 5, 6, 7, 8	3	7	8
1, 2, 3, 4, 5, 6, 7, 8, 9, 10,		7	10
11, 12, 13, 14	4	4	11
1, 2, 3, 4, 5, 6, 7, 10, 11, 12	5	1, 2	12
2, 3, 4, 5, 6	6		

Borup's Addition.

Lots.	Block.	Lots.	Block.
Fractional	1	1, 2, 3, 4, 5, 6, 7, 8, 9	8
"	2	1, 2, 3, 4, 5, 6, 7, 8, 9, 10	9
"	3	1, 2, 3, 4, 5, 6, 7, 8, 9, 10	10
1, 2, 4	4	1, 2, 3, 4, 5, 6, 7, 8, 9, 10	11
2, 3, 4, 6, 7, 8, 9	5	1, 2, 3, 4, 5, 6	12
1, 2, 3, 4, 5, 6, 7, 8	6	All in	13
2, 3	7	1, 2, 3, 4, 5	15

797 *Manomin County.*

	Acres.
S. E. qr. Sec. 23, Town 30, Range 24	160

Sank Rapids, Benton County.

Lots.	Block.	Lots.	Block.
Fractional 4, 6	12	1, 6, 8, 10, 12	51
7, 8, 9, 10	12	1, 2, 4, 11, 12	53
2, 4, 5, 9	13	2, 3, 8, 11	54
2, 5, 6, 8, 14, 16	14	1, 2, 4	56
2	15	2, 4, 12	57
3, 4, 5	16	2, 3, 11	58
3 and 9	23	7	59
3, 6, 7, 10	26	3 and 5	60
3	27	1, 2, 3, 4, 5, 6, 9, 10, 15,	
9, 10, 11	28	16, 17, 18, 19, 20, 21, 22,	
6, 10, 11	29	23, 24, 25, 26, 33, 34, 35,	
11, 12	45	36, 37, 38, 39, 40	62
11, 12, 15, 16	46	7 and 8	63
15, 16, 17, 18, 19, 20, 35,		1, 2, 3, 4, 5, 6	64
36, 37, 38, 39, 40	47	1, 4, 5	77
5, 11, 12, 13	49	2	78
		3 and 4	79

Borup's Addition.

Lots.	Block.	Lots.	Block.
3, 5, 6, 10	1	3 and 6	4
3, 4, 7, 10, 11	2	12, 15, 16	5
4, 5, 6, 7, 10	3	2	6

798 *Lands in Benton County.*

Description.	Section.	Town.	Range.	Acres.
Hf. of lot No. 3	15	36	31	29
E. hf. of N. W. qr., and N. W. qr. of S. W. qr., and lots No. 1 and 2	15	36	31	228

Hastings, Dakota County.

Friday and Saturday, August 17th and 18th, at the door of the building occupied as the Court Rooms, at Hastings, Dakota County.

Lots.	Block.
2	1
West 42 fr. of lot 2	4
2	7
3	8
6 and 7	9
6	18
7	22
1, 4, and 6	24
7 and 8	25
2	27
4 and 6	28
3	31
1	32
5	34
8	35
2, 6, and 8	36
799 7 and 8	68
1, 3, 5	69
1, 5, 7	71
1, 2, 5	72
2	74
7	75
1 and 6	76
5 and 6	77
1 and 6	78
3	79
1 and 4	80
6 and 7	81
4	82
2	84
6 and 7	85
3 and 4	87
4	89
1, 2, 3	90
3 and 4	91
1	92
1	93
2 and 3	94
5 and 6	95
1, 2, 4	96
2	97
2	102
2	105
2 and 5	107
4 and 6	108

Lots.	Block.
3, 4, 5, 6	37
2 and 4	38
1, 2, 7	42
2, 5, 8	43
4	44
1	45
1	46
7	47
4 and 8	48
6	49
2, 4, 5, 7	56
3	61
2	62
8	65
2, 3, 5	66
2	67
1 and 2	109
1, 2, 6	110
2	112
2, 3, 8	113
2	115
1, 3, 7	116
2 and 7	118
4	120
3 and 4	121
6 and 8	123
4	124
All	125
4	126
2, 4, 8	127
2 and 4	128
4	130
All	131
5 and 6	132
4	133
4 and 7	134
4 and 7	135
4 and 6	136
In litigation. ¼ of 5	13
¼ of 2	21
¼ of 3	21
¼ of 4	21
¼ of 5	21
¼ of 6	21
¼ of 7	21
¼ of 8	21

800 *Addition No.* 13.

Lots.	Block.	Lots.	Block.
1, 2, 3, 16, 17, 18, 25, 26, 34, 35	1	1, 2, 3, 4, 5, 16, 17, 18, 19, 20	25
3, 4, 19, 20	2	4, 5, 6, 19, and 20	26
1, 2, 3, 4, 5, 6	3	6, 7, 12, 13, 17, 18	27
6, 7, 8, 9, 10, 16, 17, 18, 19, 20	4	8, 9, 13, 14	29
1, 2, 3, 4, 10, 11, 12, 13	7	1, 2, 3, 4, 5, 15, 16	30
6, 7, 8, 9, 10, 11, 12, 13	8	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17,	
1, 2, 3, 4, 5, 6, 7, 15	10	18, 19, 20	33
1, 2, 3, 4, 5, 16, 17, 18, 19, 20	11	1, 2, 3, 4, 5, 16, 17, 18, 19, 20	34
1, 2, 5, 6, 11, 12	12	6, 7, 8, 9, 10, 11, 12, 13	35
1	13	6, 7, 8, 9, 10, 11, 12, 13, 14, 15	36
13 and 14	14	8 and 9	41
13 and 14	15	13 and 14	42
1, 2, 6, 7, 12, 13	16	6, 7, 8, 9	43
3, 4, 13, 14, 19, 20	17	3, 4, 15, 16	44
1, 2, 3 t., 4, 5, 6, 16, 17, 18, 19, 20	19	1, 2, 3, 4, 5, 16, 17, 18, 19, 20	45
6, 7, 8, 9, 10, 11, 12, 13, 14, 15	24	6, 7, 8, 9, 10, 11, 12, 13, 14, 15	47

Lands near Hastings.

Undivided qr. of S. W. qr. of N. W. qr. of Sec. 30, T. 115, R. 17.

801 Sales positive and without reserve.

Terms: One-fourth cash; balance one, two, and three years, with 7 per cent. interest for all deferred payments.

For further information apply at the office of

JOHN S. PRINCE,
No. 143 *Third Street.*

802 (Indorsed:) Def'ts Ex. 3; March 18, '75.

803 *Exhibit* 26.—*J. H.*

Def'ts Ex. 1.

P. CHOUTEAU, JR., LOTS IN KITTSON'S ADDITION.

Lots.	Block.	Remarks.	Valuation.
1	1	Large lot on Grove St	$1,750
1	2	" "	1,800
6	3	On 11th	450
7	3	On 11th	450
4	4	Cor. 11th & Broadway	600
5	4	Cor. 10th & Broadway	650
7	4	On 10th	500

Lots.	Block.	Remarks.	Valuation.
8	4	On 10th corner Pine	$600
4	5	On 11th corner Pine	550
5	5	On 10th cor. Pine	600
6	5	On 10	550
7	5	On 10	550
3	7	Large lot on Grove	800
4	7	Cor. 10 & John	600
5	7	On 10th	500
1	11	Cor. 10 John	600
7	11	On 9th	600
8	11	Corner 9 & John	700
1	12	Cor. 10 & Olive	600
2	12	On 10, fronts N	500
3	12	" "	500
4	12	Corner 10 and N	550
2	13	Davis House	2,000
3	13		
4	13	Corner Broadway & 10	650
5	13	Corner Broadway & 9	750
6	13	On 9th	450
1	14	Cor. 9th & Pine N	550
2	14	On 9 N	600
3	14	On 9 N	600
4	14	Cor. 9 & Broadway N	700
6	14	Pioneer Building	4,200
7	14		
1	15	Chouteau Block	7,000
2	15		
3	15	On 9 front N	600
4	15	Cor. 9 & Pine N	650
5	15	Cor. 8th & Pine St	900
6	15	On 8 near School	800
7	15	On 8	800
4	16	Cor. 9 & Olive	700
1	17	Cor 9 & Chestnut	650
2	17	Next lot	550
3	18	Danforth House	1,250
8	18	8th Street Cottage	2,250
3	19	On 9th	600
4	19	Cor. 9 & College front N	700
3	21	Low & wet	400
5	21	On 7th St., front low	700
6	21	Low on 7th in bottom	400
7	21	Low on 7th in bottom	300
4	22	Cor. 8 & Mill	800
804			
5	23	Cor. 7 & College front S	1,100
6	23	On 7th St	1,000
1	24	Bailey House	5,600
2	24	For both	
5	24	On 7 Cor. Chestnut gullied	700
6	24	On 7 do	650
8	24	On 7 cor. College gullied	700
2	26	On 8 near Olive N	800
3	26	do do	800
4	26	On 8 cor. Olive	850
1	31	On 7 cor. John N	1,100
2	32	On 7 N	950
3	32	On 7 N	950
4	32	On 7 cor. John N	1,050
1	33	On 7 cor. College N	1,050
2	33	7th N	900

Lots.	Block.	Remarks.	Valuation.
3	33	7th N	$900
4	33	7 cor. Chestnut N	1,050
6	33	On Sixth S	500
7	33	On Sixth S	500
3	34	On 7 gullied	700
7	34	On 6	450
8	34	On 6	450
6	35	On 6, low & wet	250
8	35	Cor. 6 & Kittson low	300
2	36	On 7 bluffy & low	300
3	36	On 7 do	300
6	36	On 6 do	200
7	36	On 6 do	200
7	37	On 5 do	250
8	37	On 5 do	300
1	38		250
2	38	Low & bluffy	200
3	38	Low do	200
1	39	Hooster	800
1	41	Corner 6 & Chestnut	500
6	41	Hilly	200
7	44	Brown House	} 1,500
8	44	Cor. 5th & Pine	
3	45	With buildings	2,000
		[In pencil:] Hewitt values this at $2,000 with lot 4.	
4	45	Cor. Broadway & 5, included in 3	
6	45	On 4th	300
8	45	Cor. 4th & Pine	350
1	46	Cor. 5 & Olive	250
2	46	On 5th	175
3	46	On 5th	175
5	46	Cor. 4th & Pine	250
8	46	Cor. 4th & Olive	250
1	48	5 & Chestnut	225
2	48	On 5th	175
5	48	Cor. 4th & John	250
7	48	On 4th	225
1	49	Cor. 5 & College	225
3	49	On 5th	175
4	49	Cor. 5 & Chestnut	225
8	49	Cor. 4th & College	250
805			
1	50	5 & Mill	225
2	50	On 5	175
6	50	On 4	200
8	50	Cor 5 & Mill	250
1	51	Corner 5 & Kellson	225
2	51	On 5th	175
3	51	On 5	175
5	51	Cor. 4th & College	250
7	51	On 4th	200
8	51	Cor. 4 & Mill	250
2	52	On 5	175
3	52	On 5	175
5	52	Cor. 4 & Kellson	250
7	52	On 4th	200
8	52	On 4 cor. Brook	250
5	53	On 3d cor. Kellson	250
2	54	On 4th N	200
4	54	Cor. Mill & Fourth N.	225
6	54	On 3d	225
7	54	On 3d	225

Lots.	Block.	Remarks.	Valuation.
8	54	Cor. 3d & Kellson	$250
4	56	Cor. 4th & Chestnut N	225
5	56	Cor. 3d & Chest. S	250
6	56	On Third	225
3	57	On 4 St. front N	200
7	57	On 3 St. front S	225
1	58	Cor. 4 & Johns N	250
2	58	On 4	200
3	58	On 4	200
4	58	On 4 cor. Olive	200
5	58	Cor. 3d & Olive	275
7	58	On 3	250
8	58	Cor. 3d & John	275
4	59	Cor. 4th & Pine	250
1	60	Co. 4th & Pine	250
2	60	On 4th	200
8	60	On 3d	275
1	62	On 3d & Olive	275
3	63	On 3d	225
4	63	On 3d	250
7	63	On 2nd	500
11	63	And 2	350
12	63	On 2nd	300
14	63	On 2nd	300
7	66	On 2	400
8	66	On 2 Corner	450
4	67	3d & Mill	250
1	68	2nd & Kittson	350
5	68	On First	200
6	68	do	175
7	68	do	175
1	69	Cor. 2nd & Mill	325
2	69	On 2	300
3	69	On 2	300

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4	69	On 2 cor. College	325
7	69	On 1st	200
1	71	On 2nd cor. deep lot	500
3	71	On 2nd deep lot	400
1	72	On 1st St	150
2	72	On 1st St	125
1	73	On 1st St. Corner	200
3	73	On 1st	150
4	73	On 1st	150
1	74	On River	100
3	74	do	100
1	76	do	100
3	77	do	100
4	77	do	100
whole	78	do & Mill	12,000
"	79		1,500
"	80		1,500
1	81	Corner Brook & 3d	200
2	81		175
3	81		175
4	81		175
5	81	On 2nd Corner	325
7	81	On 2nd St	300
2	82	On Second St	300
3	82	On do	300
6	82	First	150
1	83	On Second	25

Lots.	Block.	Remarks.	Valuation.
3	83	On Second	250
4	83	Second	300
5	83	First	150
6	83	do	50
2	84	On Second	300
3	84	do	250
4	84	do	300
6	84	On 1st	200
2	85	do	75
3	85	do	100
4	85	do	100
1	86	Small Pine	25
1	87	do	25
2	88		100
3	88		100
2	89		150
3	89		150
1	90		250
2	90		275
3	90		200
1	91		100
2	91		50
3	91		200
		A strip of land on the west side of Broadway St., from 4th Street to Grove St. For the strip, if none has been sold	2,000

(Indorsed:) Def'ts Ex. 1, March 18, '75.

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St. Paul Proper.

		Lot 193 feet on Third	$21,000	Ground.
5	30	Stone building :		
		Beaupre	12,000	Store lot.
		Shoe store	10,000	"
		Bohne, M. & R	10,500	"
		McQuillan	10,500	"
3	31	Steam bakery	3,000	
1	32	Central House and brick building	30,000	
1	38	Cor. Main and Levee, 53x100	1,500	
2	39	Steam bakery, 70x80	7,000	

Ramsey's Addition.

Lot.	Block.	Remarks.	Valuation.
14	2		$ 300

Whitney & Smith's Addition.

Lot.	Block.	Remarks.	Valuation.
1	2	On 8th, 150 feet	$4,000
2	2		
9	2	On 8th, cor. Sibley	
10	2	150 feet	4,150
S. E. $\frac{2}{3}$ of 6	2		
7	2	100x150 feet on 7th st., C. 45	4,500
8	2		

Bazille & Guerin's Addition.

Lot.	Block.	Remarks.	Valuation.
11	1		$600

Dunwell's Lots.

One square acre in the west half of S. W. ¼ of sec. 1, town 28, range 23, commencing $3\frac{16}{100}$ chains north from the southeast corner of said 80 acres; thence north $3\frac{16}{100}$ chains; thence west $3\frac{16}{100}$ chains; thence east $3\frac{16}{100}$ chains $250

Land at Pig's Eye.

Description.	Section.	Town.	Range.	Acres.	Valuation.
N. ½ of N. E. ¼	10	28	22	80.....	$800

Miss. Boom Lands.

Description.	Section.	Town.	Range.	Acres.		Valuation.
Lot No. 2	14	28	23	$18\frac{44}{100}$		
" " 3	14	28	23	25		
" " 4	14	28	23	$10\frac{12}{100}$		
" " 5	14	28	23	$25\frac{61}{100}$	Lot..	$1,500
" " 1	23	38	23	$15\frac{88}{100}$		
" " 4	22	28	23	$16\frac{26}{100}$		

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Land at White Bear.

Description.	Section.	Town.	Range.	Acres.	Valuation.
S. W. ¼	9	30	22	160 @ $2.50.	$400

We, Chas. A. Morgan and Girart Hewitt, do hereby certify that the foregoing valuation is a just and true one according to our best judgment and belief.

Dated St. Paul, Aug. 10, 1866.

CHAS. A. MORGAN.
GIRART HEWITT.

(Indorsed:) Copy of one of papers in envelope marked Exhibit 26, J. H.

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Exhibit 26—J. H.

Pierre Chouteau, Jun'r, Sauk Rapids, Benton County, Property.

Lot.	Block.		Remarks.	Valuation.
4	12	$15 00		
6	12	15 00		
7	12	15 00	C. P. C.....	
8	12	15 00		
9	12	15 00		
10	12	15 00		
2	13	15 00		
4	13	15 00		
5	13	15 00	C. P. C., $36.....	
9	13	20 00		
2	15	15 00		
5	14	15 00		
6	14	15 00		
8	14	15 00	C. P. C., $10.....	
14	14	20 00		
16	41	20 00		
2	15	15 00	C. P. C., $10.....	
3	16	15 00		
4	16	15 00	C. P. C., $15.....	
5	16	15 00		
3	23	10 00	C. P. C., $10.....	
9	23	10 00		

8	26	15 00	
6	26	15 00	
7	26	15 00	C. P. C., $10
10	26	15 00	
3	27	15 00	W. B. Luther, 158
9	28	20 00	
10	28	20 00	W. B. Luther, $26
11	28	20 00	
6	29	15 00	
10	29	10 00	C. P. C., $26
11	29	10 00	
11	45	10 00	B. B. Luther, $20
12	45	10 00	
11	46	10 00	
12	46	10 00	
15	46	10 00	C. P. C., $22
16	46	20 00	
15	47	6 00	
16	47	6 00	
17	47	6 00	C. P. C., $22
18	47	6 00	
19	47	6 00	
20	47	6 00	
35	47	10 00	
36	47	10 00	
37	47	5 00	C. P. C., $16
38	47	5 00	
39	47	5 00	
40	47	5 00	
5	49	20 00	
11	49	40 00	
12	49	40 00	C. P. C., $40
13	49	40 00	
1	51	20 00	
6	51	20 00	
8	51	40 00	C. P. C., $20
10	51	35 00	
12	51	40 00	
1	53	15 00	
2	53	15 00	
4	53	15 00	C. P. C., $20
11	53	25 00	
12	53	25 00	
2	54	15 00	
3	54	15 00	
8	54	20 00	C. P. C., $20
11	54	20 00	
1	56	20 00	
2	56	20 00	C. P. C., $10
4	56	20 00	
2	57	25 00	
4	57	25 00	C. P. C., $20
12	57	25 00	
2	58	35 00	
3	58	35 00	C. P. C., $25
11	58	20 00	
7	59	20 00	C. P. C., $10
3	60	40 00	C. P. C., $45
5	60	$40 00	C. P. C., $45

1	62	7 00		
2	62	7 00		
3	62	7 00		
4	62	7 00	C. P. C., $35	
5	62	15 00		
6	62	15 00		
9	62	25 00		
10	62	25 00		
15	62	15 00		
16	62	15 00		810
17	62	7 00		
18	62	7 00		
19	62	7 00		
20	62	7 00		
21	62	5 00		
22	62	5 00		
23	62	5 00	C. P. C., $35	
24	62	5 00		
25	62	10 00		
26	62	10 00		
33	62	15 00		
34	62	15 00		
35	62	10 00		
36	62	10 00		
37	62	5 00		
38	62	5 00		
39	62	5 00		
40	62		C. P. C., $35	
7	63	25 00	Luther, $60	
8	63	25 00		
1	64	7 00		
2	64	7 00		
3	64	7 00		
4	64	7 00	Luther, $30	
5	64	15 00		
6	64	15 00		
1	77	5 00		
4	77	5 00	C. P. C., $6	
5	77	5 00		
2	78	7 00	C. P. C., $10	
3	79	7 00	C. P. C., $10	
4	79	7 00		

Bump's addition to Sauk Rapids.

Lot.	Block.		Remarks.	Valuation.
3	1	5 00		
5	1	5 00		
6	1	5 00		
10	1	5 00		
3	2	5 00		
4	2	5 00		
7	2	5 00		
10	2	5 00		
11	2	5 00		
4	3	7 00	Luther, $6	
5	3	7 00		
6	3	7 00		
7	3	7 00		
10	3	7 00		
3	4	7 00		
6	4	7 00		811
12	5	7 00		
15	5	7 00		
16	5	7 00		
2	6	7 00		

Lands in Benton County.

Description.	Section.	Town.	Range.	Acres.	Valuation.	Remarks.
¼ of Lot No. 3.	15	36	31	39		
E. ½ of N. W. ¼ and N. W. ¼ of S. W. ¼ and L. No. 1 & 2.	15	36	31	228	$7 per acre.	C. P. C., $5.
				257		
				7		
				1,799		

SAINT PAUL, *August* 14, 1866.

We, the undersigned, do hereby certify that the foregoing valuation of property in the County of Benton as made by us is correct to the best of our knowledge.

812

W. B. LUTHER.
R. BURGIT.

(Indorsed:) Copy of one of the papers in envelope marked "Exhibit 26," J. H.

813

Pierre Choutean, Jun'r, Sauk Rapids, Benton Co., Property.

Lot.	Block.	Remarks.	Valuation.		Lots.	Block.	Remarks.	Valuation.
4	12	.....	$10 00		3	27	.....	$20 00
6	12	.....	15 00		9	28	.....	30 00
7	12	.....	20 00		10	28	.....	30 00
8	12	.....	15 00		11	28	.....	30 00
9	12	.....	15 00		6	29	.....	20 00
10	12	.....	15 00		10	29	.....	25 00
2	13	.....	10 00		11	28	.....	25 00
4	13	.....	10 00	1 lot 1 lot	11	45	Small lot 25 x 140	15 00
5	13	.....	10 00	1 lot 1 lot	12	45	" "	15 00
9	13	.....	15 00	1 lot 1 lot	11	46	" "	15 00
2	14	.....	10 00	1 lot 1 lot	12	46	" "	15 00
5	14	.....	10 00	1 lot 1 lot	15	46	" "	15 00
6	14	.....	10 00	1 lot 1 lot	16	46	" wide front	20 00
8	14	.....	15 00	1 lot 50 x 140	15	47	Small lot 25 x 50	6 00
14	14	.....	20 00	1 lot 50 x 140	16	47	" " " "	9 00
16	14	.....	20 00	1 lot 50 x 140	17	47	" " 22½ "	5 00
2	15	.....	10 00	1 lot 50 x 140	18	47	" " " "	5 00
3	16	.....	10 00	1 lot 50 x 140	19	47	" " " "	5 00
4	16	.....	10 00	1 lot 50 x 140	20	47	" " " "	5 00
5	16	.....	10 00	1 lot 50 x 140	35	47	" " 25 x 50	12 00
3	23	.....	15 00	1 lot 50 x 140	36	47	" " " "	16 00
9	23	.....	20 00	1 lot 50 x 140	37	47	" " 22½ "	8 00
3	26	.....	20 00	1 lot 50 x 140	38	47	" " " "	8 00
6	26	.....	20 00	1 lot 50 x 140	39	47	" " " "	8 00
7	26	.....	20 00	1 lot 50 x 140	40	47	" " " "	8 00
10	26	.....	25 00	1 lot 50 x 140	5	49	.....	30 00
					5	60	.....	45 00

814

				1 lot 1 lot 50 x 140	1	62	Small lot 22½ x 50	8 00
					2	62	" " " "	8 00
					3	62	" " " "	8 00
11	49	.....	50 00		4	92	" " " "	8 00
12	49	.....	50 00		5	62	" " 25 "	16 00
13	49	.....	50 00		6	62	" " " "	12 00
1	51	.....	25 00		9	62	" " " 140	25 00
6	51	.....	25 00		10	62	" " " "	25 00
8	51	.....	40 00		15	62	" " 25 x 50	12 00
10	51	.....	40 00		16	62	" " " "	16 00
12	51	.....	40 00		17	62	" " 22½ "	8 00
1	53	.....	20 00		18	62	" " " "	8 00
2	53	.....	20 00		19	62	" " " "	8 00
4	53	.....	20 00		20	62	" " " "	8 00

11	53	.....	40 00	21	63	" " " "	7 00
12	53	.....	45 00	22	62	" " " "	7 00
2	54	.....	20 00	23	62	" " " "	7 00
3	54	.....	20 00	24	62	" " " "	7 00
8	54	.....	40 00	25	62	" " 25 "	15 00
11	54	.....	40 00	26	62	" " " "	10 00
1	56	.....	45 00	33	62	" " " 140	20 00
2	56	.....	40 00	34	62	" " " "	20 00
4	56	.....	35 00	35	62	" " " 50	10 00
2	57	.....	40 00	36	62	" " " "	15 00
4	57	.....	40 00	37	62	" " 22½ "	7 00
12	57	.....	30 00	38	62	" " " "	7 00
2	58	.....	40 00	39	62	" " " "	7 00
3	58	.....	40 00	40	62	" " " "	7 00
11	58	.....	20 00	7	63	Small lot 25 x 140	25 00
7	59	.....	20 00	8	63	" " " "	25 00
3	60	.....	40 00	1	64	" " 22½ x 50	8 00
				2	64	" " " "	8 00
				3	64	" " " "	8 00
815				4	64	" " " "	8 00
				5	64	" " 25 "	16 00
4	77	On river, 50 x perhaps 90.....	12 00	6	64	" " " "	12 00
				1	77	On river, 50 x perhaps 60.....	10 00
5	77	" " " 100....	15 00				
2	78	" " " 120.....	15 00	4	79	On river, triangular	15 00
3	79	" " " 110.....	14 00				

Borup's Add. to Sauk Rapids.

Lots.	Block.	Remarks.	Valuation.	Lots.	Block	Remarks.	Valuation
3	1	Front commencing in another add.....	$4 00	Have not access to the records to see how the deeds run, but Town map shows as stated.			
5	1	Very small triangular piece.	50	"	"	" " " "	
6	1	" " "	1 00	"	"	" " " "	
10	1	.....	6 00				
3	2	Front commencing in another addition....	4 00	"	"	" " " "	
4	2	.....	5 00	10	3	.....	$6 00
7	2	.....	6 00	3	4	.....	5 00
10	2	.....	6 00	6	4	.....	5 00
11	2	.....	6 00	12	5	.....	6 00
4	3	.....	5 00	15	5	.....	6 00
5	3	.....	5 00	16	5	.....	7 00
6	3	.....	7 00	2	6	Front in another addition	2 00
7	3	.....	6 00				

	$690 00
	1,220 00
816	397 00
	98 00
	3,855 00
Total valuation.....	$6,260 00

Lands in Benton County.

Description.	Section.	Town.	Range.	Acres.	Valuation.
½ of Lot No. 3 E. ½ of N.W. ¼ & N. W. ¼ of S.W. ¼ & lots No. 1 & 2 of	15	36	31	29 228	$3,855 00

Remarks.—The farm is in a low state of cultivation; few fences; poor building; and I think $15 per acre full valuation under the circumstances; a few improvements might raise it to $20 per acre.

817 I hereby certify that, having been assessor of the town of Sauk Rapids one year and auditor of said Benton county four years, having perfectly familiarized myself with the location of the above described lands, their relative value, &c., and referring to a map for further information, and also being fully conversant with the valuation attached to similar lots by owners and residents, I [in?] my judgment the above are fair values under existing circumstances. Should the R. R. depot be located there, or any other matter arise that should tend to centralize business, then it would cause a mighty increase in values. Did I own the lands, would be willing to take above prices. Do not think above sum could be realized on the same if brought into market at once, as there is no demand for land in that direction.

[Stamped.] JOHN C. HICKS.

Dated August 14th, 1866.

(Indorsed:) Def'ts Ex. 1, M'ch 18, '75; one of papers marked Exhibit 26, J. H.

818

Pierre Chouteau, Jr., Saint Anthony, Hennepin Co., Property.

Lts.	Bks.	Remarks.	Valuation.	Lts.	Bks.	Remarks.	Valuation.
8	1	Sold, W. P. Co		1	12		$250 00
9	1	"		2	12		200 00
2	2	Nothing to it		11	4		150 00
3	2		$10 00	12	4		150 00
4	2		20 00	13	4		150 00
5	2		30 00	14	4		200 00
6	2		50 00	1	5		200 00
7	2		100 00	2	5		150 00
12	2		200 00	3	5		150 00
13	2		190 00	4	5		150 00
14	2		200 00	5	5		150 00
3	3		150 00	6	5		150 00
4	3		200 00	7	5		180 00
5	3		200 00	10	5		160 00
6	3		150 00	11	5		160 00
7	3		150 00	12	5		160 00
8	3		225 00	2	6		150 00
1	4		200 00	3	6		150 00
2	4		150 00	4	6		200 00
3	4		150 00	5	6		225 00
4	4		150 00	6	6		175 00
5	4		150 00	2	7		200 00
6	4		150 00	3	7		200 00
7	4		180 00	4	7		200 00
8	4		180 00	5	7		200 00
10	4		150 00	6	7		200 00
9	7		200 00	7	7		225 00
11	7		200 00	8	7		250 00
12	7		200 00	1	12		250 00
7	8		225 00	7	8		225 00
7	10		250 00	7	10		250 00
4	11		250 00				

819 *Borup's Addition.*

Lot.	Block.	Remarks.	Valuation.	Lot.	Block.	Remarks.	Valuation.
	1		$150 00	6	9		$140 00
	1		100 00	7	9		120 00
	3		50 00	8	9		120 00
1	4		80 00	9			120 00
2	4		90 00	1			150 00
4	4		110 00	2			00
2	5		100 00	3			
3	5		100 00	4			
4	5		100 00	5			
6	5		125 00	6			
7	5		100 00	7			
8	5		100 00	8			
9	5		100 00				
1	6		125 00				
2	6		100 00				
3	6		125 00				
4	6		50 00				
5	6		100 00				

820

6	6		100
7	6		100
8	6		125
2	7		50
3	7		12
1	8		12
2	8		1
4	8		1
5	8		
6	8		
7	8		
8	8		
9	8		
1	9		
2	9		
3	9		
4	9		
5	9		

DISCREPANCY

PAGES MI

And

CANNOT BE F

P. Chouteau, Jr., Lana ...

Description.	Sec.	T.	R.	Acres.	
N. E. ¼ of S. E. ¼	23	30	24	40	$5 per acre.
N. W. ¼ of S. E. ¼	23	30	24	40	
S. E. ¼ of S. E. ¼	23	30	24	40	
S. W. ¼ of S. E. ¼	23	30	24	40	

821 In our judgment, the prices set opposite the lots above described, are the true cash value of the same this day so appraised by us.

RICH CHUTE.
E. ORTMAN.

St. Anthony, August 7, 1866.

(Indorsed:) Defts. Ex. 1, March 18, '75.

845 United States of America.

SOUTHERN DISTRICT OF NEW YORK,
State of New York, City and County of New York, } ss:

Be it remembered that on this 15th and 17th days of May, in the year of our Lord one thousand eight hundred and seventy-seven, I, George J. Greenfield, a notary public in and for the county aforesaid and duly commissioned and qualified under the laws of the United States to take depositions for use in the Circuit Courts of the United States, did call and cause to be and personally appear before me, at the city of New York, district, county and State aforesaid, [illegible]velt, to testify and the truth to say, on the [illegible] in a certain suit or matter of controversy [illegible]ained in the Circuit Court of [illegible]Minnesota, wherein Samuel L. [illegible]ohn F. A. Sanford, dec'd, and [illegible]P. Chouteau and others are de[illegible]g over the age of twenty-one [illegible]cautioned and sworn to testify [illegible]ing but the truth, in the matter [illegible]refully examine him, and he did follows, viz:

[illegible]estervelt having been duly cau[illegible]aid doth depose, certify and say as

[illegible]15, 1877.

[illegible]esent, counsel for the respective par[illegible]orn, deposes and says:

[illegible]amond; am an attorney and counsel[illegible] for 25 years last past, practicing and [illegible]f New York. In the year 1869 I was [illegible] Westervelt, composed of George N. [illegible]1869, an action was commenced in the [illegible]n'l L. M. Barlow, as surviving executor [illegible]pl'ff, ag'st Charles P. Chouteau, Louis [illegible]on, executors of Pierre Chouteau, Jr., de[illegible]at action Mr. W. W. Macfarland, then [illegible] of Sam'l L. M. Barlow, was the att'y for the pl'ff, [illegible]itus & Westervelt—appeared as att'ys for the def'ts, and I p[illegible]dly as counsel conducted the litigation during its continuance.

The paper which I now produce is a copy of the complaint
848 served by the pl'ffs att'ys, on my firm as def'ts att'ys. It was served on the def'ts att'ys on the 24th Feb'y, 1869.

(The paper is offered in evidence and marked Exh. 1, May 15, 1877, George J. Greenfield.)

(Objected to on the ground that it is irrelevant, and on the further

819

Borup's Addition.

Lot.	Block.	Remarks.	Valuation.	Lot.	Block.	Remarks.	Valuation.
	1		$150 00	6	9		$140 00
	1		100 00	7	9		120 00
	3		50 00	8	9		120 00
1	4		80 00	9	9		120 00
2	4		90 00	1	10		150 00
4	4		110 00	2	10		120 00
2	5		100 00	3	10		020 00
3	5		100 00	4	10		120 00
4	5		100 00	5	10		140 00
6	5		125 00	6	10		160 00
7	5		100 00	7	10		122 00
8	5		100 00	8	10		125 00
9	5		100 00	9	10		125 00
1	6		125 00	10	10		160 00
2	6		100 00	1	11		140 00
3	6		125 00	2	11		110 00
4	6		50 00	3	11		110 00
5	6		100 00	4	11		110 00

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6	6		100 00	5	11		130 00
7	6		100 00	6	11		75 00
8	6		125 00	7	11		90 00
2	7		50 00	8	11		110 00
3	7		125 00	9	11		110 00
1	8		125 00	10	11		150 00
2	8		100 00	1	12		140 00
4	8		100 00	2	12		100 00
5	8		125 00	3	12		90 00
6	8		125 00	4	12		10 00
7	8		100 00	5	12		50 00
8	8		100 00	6	12		100 00
9	8		100 00	All	13		10 00
1	9		150 00	1	14		200 00
2	9		120 00	1	14		150 00
3	9		120 00	3	14		125 00
4	9		120 00	4	14		80 00
5	9		140 00	5	14		75 00

P. Chouteau, Jr., Land in Manomin Co.

Description.	Sec.	T.	R.	Acres.	Valuation.
N. E. ¼ of S. E. ¼	23	30	24	40	$5 per acre.
N. W. ¼ of S. E. ¼	23	30	24	40	
S. E. ¼ of S. E. ¼	23	30	24	40	
S. W. ¼ of S. E. ¼	23	30	24	40	

821 In our judgment, the prices set opposite the lots above described, are the true cash value of the same this day so appraised by us.

RICH CHUTE.
E. ORTMAN.

St. Anthony, August 7, 1866.

(Indorsed:) Defts. Ex. 1, March 18, '75.

845 United States of America.

SOUTHERN DISTRICT OF NEW YORK,
State of New York, City and County of New York, } ss:

Be it remembered that on this 15th and 17th days of May, in the year of our Lord one thousand eight hundred and seventy-seven, I, George J. Greenfield, a notary public in and for the county aforesaid and duly commissioned and qualified under the laws of the United States to take depositions for use in the Circuit Courts of the United States, did call and cause to be and personally appear before me, at my office in the city of New York, district, county and State aforesaid, Tompkins Westervelt, to testify and the truth to say, on the part and behalf of the defendant, in a certain suit or matter of controversy now depending and undetermined in the Circuit Court of the United States for the District of Minnesota, wherein Samuel L. M. Barlow, executor of the will of John F. A. Sanford, dec'd, and others are complainants, and Charles P. Chouteau and others are defendants, and the said witness being over the age of twenty-one years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine him, and he did severally depose, certify and say as follows, viz:

The said Tompkins Westervelt having been duly cau-
846 tioned and sworn as aforesaid doth depose, certify and say as follows, viz:

847 WESTERVELT, D. E., *May* 15, 1877.

Pursuant to adjournment; present, counsel for the respective parties. Tompkins Westervelt sworn, deposes and says:

I reside in the county of Richmond; am an attorney and counsellor at law, and have been such for 25 years last past, practicing and keeping my office in the city of New York. In the year 1869 I was one of the firm of Titus & Westervelt, composed of George N. Titus and myself. In Feb'y, 1869, an action was commenced in the N. Y. Supreme Court by Sam'l L. M. Barlow, as surviving executor of John A. F. Sanford, the pl'ff, ag'st Charles P. Chouteau, Louis V. Bogy & Edward P. Terson, executors of Pierre Chouteau, Jr., deceased, defendants. In that action Mr. W. W. Macfarland, then and now the law partner of Sam'l L. M. Barlow, was the att'y for the pl'ff. My law firm—Titus & Westervelt—appeared as att'ys for the def'ts, and I personally as counsel conducted the litigation during its continuance.

The paper which I now produce is a copy of the complaint
848 served by the pl'ffs att'ys, on my firm as def'ts att'ys. It was served on the def'ts att'ys on the 24th Feb'y, 1869.

(The paper is offered in evidence and marked Exh. 1, May 15, 1877, George J. Greenfield.)

(Objected to on the ground that it is irrelevant, and on the further

ground that the action was discontinued at the instance of the pl'ffs, and is not now pending.)

On the 27 day of October, 1869, the def'ts att'ys served the pl'ffs att'ys a copy of the answer in the action, of which the original is now produced. (Offered in evidence, marked Exh. 2, May 15, 1877, Geo. J. Greenfield.)

(The same objections as before are made to any paper offered in connection with said action.)

On the 22d of Mch., 1872, a stipulation was made, signed by the att'y for the pl'ff in relation to said action, and the proceedings therein, the original of which is now produced.

(Offered in evidence, marked Exh. 3, May 15th, 1877, Geo. J. Greenfield.)

(Objected to as before and on the further ground that that
849 stipulation was based upon information furnished to the pl'ff by the def's, and on the further ground of mistake on the part of the pl'ff, and that said information was not full, as the plaintiff supposed it; and on the further ground that the consideration for the stipulation was another stipulation signed by the def's att'ys, waiving defects of parties to the suits, and that the stipulation was for the purpose of the action entire and alone.)

At the same time that the stipulation just referred to was given by the pl'ffs att'y, the def'ts att'ys entered into and gave the stipulation now produced and offered in evidence, marked Exh. No. 4, May 15, 1877, Geo. J. Greenfield.

On the 11th day of Sept., 1872, by consent of both parties an order was made referring the action to Henry Nicoll, Esq., of the city of New York, as sole referee to hear and determine the same and all the issues thereon. A copy of that order was served by the pl'ffs att'y on the def'ts att'y, and is herewith produced and offered in evi-
dence, marked def'ts exh. No. 5, May 15, 1877, Geo. J.
850 Greenfield.

Q. State what proceedings were had upon the trial of said action before the referee, if any.

(Objected to as irrelevant, that the action has been discontinued and that no evidence can be given as to what took place before the referee unless everything that took place before the referee is introduced in evidence, including all the evidence thus offered before him, and that being in writing can be produced.)

Taken subject to objection.

A. On the hearing before the referee at the first meeting at which anything was done, the question was raised as to the form in which the account should be rendered by the def'ts; and it was claimed by the pl'ffs counsel that the account should simply be of the lands stated in the complaint and all the realization therefrom, without any reference to the debts or liabilities of the partnership of P. Chouteau,
jr., & Co. referred to in said complaint; and in support of such
851 claim there was produced and put in evidence a release dated Dec. 1, 1859, made by P. Chouteau, jr., to Sam'l L. M. Barlow

and Frederick C. Gebbard. The original of this was produced by Mr. Barlow on his examination taken on the commission in this present action on the 7th day of December, 1876, and marked Exh. F.

The paper which I now produce is an exact copy of that release.

(Offered in evidence. Marked Def'ts Exh. No. 6, May 15, 1877, Geo. J. Greenfield.)

The attention of Mr. Macfarland, the counsel for the pl'ff, was then directed by myself, as counsel for the def'ts, to the clause at the end of that release beginning, "nothing herein contained is to affect," and continuing to the end of that sentence, being in the same language repeated by Mr. Barlow in his testimony taken on the *the* commission as above stated, on the 7th day of Dec., 1876; and upon examining the same Mr. Macfarland, the counsel for the pl'ff, conceded that the pl'ffs, or Mr. John A. F. Sandford, whose representatives they were, were not released from liability for a portion
852 or part of the debts of the partnership of P. Chouteau, jr., & Co., of which said Sandford had been a member, being the partnership referred to in the pleadings; and that the account should be made out as a partnership account of said firm, containing a statement both of the assets which had come into the hands of Mr. P. Chouteau, jr., or his representatives as trustees of the Minnesota real estate and of the liabilities and debts of such partnership.

(Objected to on the ground that the witness is giving his conclusions of what the purpose of the introduction of the papers was and as to the concessions made by Mr. Macfarland, counsel for the pl'ff, rather than giving the language of the counsel for the pl'ff; and also on the further ground that whatever concessions were made by the counsel for the pl'ff, were made without knowledge of the facts, and based upon statements made by the def'ts and upon accounts
853 furnished by the def'ts, and without further knowledge to any extent of the facts covered by the controversy.)

On trial of that motion before the referee, the pl'ff, Mr. Barlow, was not sworn or examined as a witness, nor was any evidence offered on behalf of the plaintiff of the existence of the agreement testified to by Mr. Barlow in his examination on the commission in this action, and which he then testified was contained in a letter which has been lost, and to the contents of which he then testified; nor was any evidence offered on behalf of the plaintiffs other than the release stated above. Subsequently an account between P. Chouteau, Jr., and the firm of P. Chouteau, Jr., & Co. was prepared by myself, containing a statement of the assets and realizations from the firm property which had come into the hands of Mr. P. Chouteau, Jr., in his lifetime, or of his executors after his death, of the debts of the firm paid by Mr. Chouteau, and of the expenses connected with the collection and realization of the assets, a copy of which was furnished to the pl'ffs att'ys in that case, together with a copy of the books and accounts showing the sales of the Minnesota real estate, and the expenses connected therewith. Subsequently an account in

the same general form, varying in the mode of calculating interest and omitting some of the items charged for expenses, was
854 prepared by Mr. Collins, the accountant in the office of the pl'ffs attorneys, and served upon me. I was subsequently notified by the pl'ffs att'ys that they would require evidence to be introduced of the correctness of the accounts furnished by me before they could consent to the introduction of the account in evidence, and thereafter, and some time about the month of March, 1875, Mr. John D. Prince was produced and examined as witness on the trial before the referee, their direct examination being conducted by myself; and they were also cross-examined by the counsel for the pl'ff, Mr. W. W. McFarland and Mr. H. S. Anderson. No further proceedings were had in said action until on the 30th day of March, 1876, a copy of the order, which I now produce, was served upon me as attorney for the def'ts.

(Offered in evidence, marked Ex't 7, May 15, 1877, Geo. J. Greenfield.)

A motion was thereafter made on behalf of the def'ts for a modification of that order; that the discontinuance provided by that order should be upon the payment of an extra allowance to the def'ts in addition to costs. On the 3d day of June, 1876, an order was made denying that motion. I now produce a certified copy of that order.

(Offered in evidence, marked Ex't 8, May 15, 1877, Geo. J. Greenfield.)

855 The costs were subsequently taxed on the 20th day of June, 1876, and on that day, or within a few days thereafter, were paid by the pl'ffs att'ys to me. No further proceedings have been had in that action. I never at any time during the progress of that action heard from the att'y for the pl'ff, or from any other source or at all, of the existence of the agreement testified to by the pl'ff Barlow in his deposition taken on the commission in this action on the seventh day of December last; nor have I ever, as attorney and counsel for the defendants in that case, had any information of the existence of any such agreement or letter as testified to by Mr. Barlow, being the letter which he states was lost, and to the contents of which he testified on the commission, nor any idea or supposition that any such existed. No demand was ever made on the def'ts att'ys in this action in New York for the production of any such agreement or letter, or any copy thereof. I never heard of any claim that any such agreement, letter, or writing existed, or ever had existed, until a printed copy of the bill in this present action was sent to me by Mr. R. B. Galusha, attorney for some of the defendants in this action, and I never heard of anything in relation to such agreement or its existence other than the statement contained in the bill of complaint in this action, until I heard the testimony given
856 by Mr. Barlow on the commission in December last, as above stated.

Adjourned to May 17 at 2 P. M.

WESTERVELT, C. E.

MAY 17, 1877.

Pursuant to adjournment. Present: Counsel, as on the previous sitting.

Cross-examination of Tompkins Westervelt:

Q. You are a legal adviser of Mr. Chouteau? A. I have been. I can hardly say I am now.

Q. You appeared on behalf of him in taking the testimony of Mr. Barlow, heretofore taken in this action? A. Yes.

Q. As his counsel? A. I was employed by Mr. Galusha, his attorney in the action.

Q. How long have you acted as a legal adviser of Mr. Chouteau? A. During the pendency of the action in New York, from about the year 1868 to the end of the action in New York in 1876; that is, only in connection with this action.

Q. Your partner, Mr. Titus, was legal adviser for him before that time? A. So I have understood.

857 Q. At the time the New York action was discontinued, what was its condition before the referee to whom it had been referred to hear and determine? A. It was partly tried. Testimony had been taken on behalf of the def't, and the def't had not rested.

Q. Had testimony been taken on behalf of the plaintiffs? A. Not except so far as I have stated, on the preliminary question.

Q. Had any evidence been taken on pehalf of the pl'ff? A. My recollection is, as I have already stated, that a paper which I have testified to was introduced on behalf of the pl'ff. The release was used upon the discussion of the question; whether it was formally put in evidence I don't recollect.

Q. The release spoken of is marked def'ts Ex. No. 6, but whether that release was introduced as evidence or not you are not positive? A. I am not positive whether it was marked in evidence. It was used and read over, but whether it was marked as an exhibit I don't recollect.

Q. But in any event there was no oral evidence introduced before the referee, on the part of the pl'ff? A. Not that I recollect; I think I can say positively there was not.

Q. So that when the New York action was discontinued the plaintiff's case had not been presented before the referee. A. Except so far as I have stated.

Q. And the def'ts had not closed the oral testimony on their side? A. They had not rested; at least that is my recollection.

858 Q. After the order discontinuing the New York action was served on you, you say you made an application that that order be modified, and that the pl'ffs should be ordered to pay you an additional amount as a condition of discontinuing the action, and that the application was heard and denied? A. That application was heard and denied.

Q. And your costs have been paid in accordance with the order discontinuing the action? A. As I have already testified.

Q. You have accepted them in accordance with the conditions contained in the order. A. I have received them and given a receipt for them. TOMPKINS WESTERVELT.

Subscribed and sworn to before me this 17th day of May, 1877.
GEO. J. GREENFIELD,
Notary Public.

859 At a special term of the Supreme Court held in and for the county and city of New York, at the new-court house in said city, on the 30th day of March, A. D. 1876.

Present: Hon. Charles Donohue, Justice.

SAMUEL L. M. BARLOW, as sole surviving executor, &c., of JOHN F. A. SANFORD, deceased, plaintiff,
vs.
CHARLES P. CHOUTEAU, LEWIS V. BOGY, and EDWARD P. TESSON, as executors, &c., of PIERRE CHOUTEAU, JR., deceased, defendants.

On motion of William W. McFarland, attorney for the plaintiff in this action, it is ordered that this action be, and the same is hereby, declared to be discontinued upon the payment by the plaintiff to the defendants of their costs herein to be taxed. A copy.

WM. WALSH, *Clerk.*

(Indorsed:) N. Y. Sup. Court; Samuel L. M. Barlow, as surviv-
860 ing executor, &c., of John F. A. Sanford, deceased; vs. Charles P. Chouteau & others, as ex'r, &c., of Pierre Chouteau, jr., deceased; cut copy order of discontinuance; W. W. McFarland, att'y for pl'ff. Sirs: Please take notice of the entry of an order of which the within is a copy this 20th March, 1876. The plaintiff is ready and hereby offers to pay the costs of the defendants in this action as soon as the same shall be adjusted; March 30, 1876; yours, &c., W. W. MacFarland, pl'ff's att'y; to T. Westervelt, def'ts atr'y.

861 At a special term of the Supreme Court held in and for the first judicial district at the court-house in the city of New York, on the 3d day of June, 1876.

Present: Hon. Charles Donohue, Justice.

SAMUEL L. M. BARLOW, Executor, &c.,
against
CHARLES P. CHOUTEAU & others.

A motion having been made on behalf of the defendants for an order modifying the order made herein on the third day of May, 1876, ordering a discontinuance of this action on the payment by the plaintiff of the defendants' costs and granting an extra allowance to

the defendants: now, on reading and filing the affidavit of T. Westervelt, one of the attorneys for the defendants, on behalf of said motion, and the affidavit of S. L. M. Barlow, the plaintiff, in opposition thereto, and upon the pleadings and proceedings in this action, and after hearing G. N. Titus, Esq., of counsel for the defendants, and Joseph Lereque, Esq., of counsel for the plaintiff, ordered that said motion be and the same hereby is denied.

A copy: WM. WALSH, *Clerk.*

(Indorsed:) Supreme Court; Samuel L. M. Barlow, ex'r, agst. Charles P. Barlow et al.; certified copy; order denying motion.

862 To all to whom these presents shall come or may concern, greeting: Know ye that I, Pierre Chouteau, Junior, of Saint Louis, in the State of Missouri, for and in consideration of the sum of one dollar, lawful money of the United States of America, to me in hand paid by Samuel L. M. Barlow and Frederick C. Gebhard, of the city of New York, executors of the last will and testament of John F. A. Sanford, late of said city, deceased, and in further consideration of an assignment and transfer of the interest of the said John F. A. Sanford, deceased, in the copartnership assets of the late firm of P. Chouteau, Junior, & Company, and P. Chouteau, Jr., Sanford & Company, executed and delivered to me by said executors, cotemporaneously with the execution and delivery hereof by virtue of an order of the surrogate of the county of New York, made in the matter of the estate of John F. A. Sanford, deceased, and bearing date the 25th day of November, 1859, have remised, released and forever discharged, and by these presents do for myself, my heirs, executors and administrators remise, release and forever discharge the said executors, and the estate of the said testator and his heirs, next of kin, devisees and legatees, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions,
863 claims and demands whatsoever, in law or in equity, which against the said John F. A. Sanford, or them or any or either of them, I ever had, now have or which I or my heirs, executors or administrators hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents, and particularly upon or by reason of the partnership accounts of the late firm of P. Chouteau, Jr., & Co., of the city of New York, which firm was composed of myself and the said John F. A. Sanford; and I do hereby, for the consideration aforesaid, covenant and agree with the said Samuel L. M. Barlow and Frederick C. Gebhard, executors as aforesaid, well and truly to indemnify, save and keep harmless them, and each of them, as such executors and individually, and the estate of the said John F. A. Sanford, deceased, his devisees, legatees, heirs and next

of kin, of and from all and all manner of liability, recoveries, costs, charges, expenses, claims and demands, for or on account, or by reason of any of the copartnership debts, or liabilities of the late firms or copartnerships of P. Chouteau, Jr., Sanford & Company, and P. Chouteau, Jr., & Company, of the city of New York, and of each of said firms or copartnerships. Nothing herein contained is to affect the rights which the said Pierre Chouteau, Junior, now has, either as surviving partner or by assignment, to collect all the assets of any firm
864 formerly existing at Saint Louis, in the State of Missouri, in which the said John F. A. Sanford was formerly a partner, for his own sole use and benefit, according to the terms agreed upon on the retirement of said John F. A. Sanford from said firms, or to affect or impair the right of said Pierre Chouteau, Junior, to said assets. And I do hereby covenant and agree with the said Frederick C. Gebhard and Samuel L. M. Barlow, executors as aforesaid, that I have good right and lawful authority to release and discharge in manner aforesaid.

In witness whereof I have hereunto set my hand and seal the first day of December, in the year of our Lord 1859.

PR. CHOUTEAU, JR. [SEAL.]

Sealed and delivered in the presence of—
WM. MAFFITT.
JOEL G. HARPER.

STATE OF MISSOURI,
City & County of St. Louis, } *ss:*

I, Joel G. Harper, a commissioner for the State of New York, residing in St. Louis, in the county of St. Louis, and State of Missouri, do certify that on the first day of December, 1859, personally appeared before me, in the city of St. Louis, in the county of St. Louis aforesaid, Pr. Chouteau, Jr., who is personally known to me to be the individual described in and who executed the foregoing re-
865 lease, and he then and there acknowledged to me that he executed the said instrument.

In witness whereof I have hereunto set my hand and official seal, at office in St. Louis, Missouri, this 1st day of December, A. D. 1859.

[SEAL OF COM'R.]

JOEL G. HARPER,
A Commissioner for New York.

(Indorsed:) Dated 1 December, 1859; Pierre Chouteau, Jr., to the executors of Jno. F. A. Sanford, deceased; copy; release.

866 At a Special Term of the Supreme Court of the State of New York, held at the Court-house, in the city of New York, on the 11th day of September, 1872.

Present—Hons. Justices.

Samuel L. M. Barlow, sole surviving executor of John F. A. Sanford, deceased, as such executor, plaintiff,
against
Charles P. Chouteau, Louis V. Bogy, and Edward P. Tisson, executors of Pierre Chouteau, deceased, as such executors, defendants.

On reading and filing the consent hereto annexed, and on motion of Bowdoin, Larocque & Barlow, the attorneys for the plaintiff, it is ordered that this action be, and the same is hereby, referred to Henry Nicoll, Esq., of the city of New York, counsellor at law, as sole referee, to hear and determine the same and all the issues therein.

(A copy.) CHAS. ESTREW, *Clerk.*

867 (Indorsed:) N. Y. Supreme Court; Samuel L. M. Barlow, sole surviving executor, &c., ag'st Chas. P. Chouteau & o'rs, executors, &c.; copy; certified copy order of reference; Bowdoin, Larocque & Barlow, att'ys for pl'ff; to Messrs. Tetus & Westervelt, def'ts att'ys; please take notice of an order, duly made and entered in this action, of which the within is a copy of a certified copy, dated N. Y., Sept. 11, 1872; yours, &c., Bowdoin, Larocque & Barlow, pl'ffs att'ys.

868 N. Y. Supreme Court.

Samuel L. M. Barlow, executor, &c.,
against
Charles P. Chouteau and others, executors, &c.

The defendants hereby waive the objection stated in their answer in this action as to a defect of parties therein.

Dated March 23, 1872. TITUS & WESTERVELT,
Def'ts Att'ys.

869 (Indorsed:) N. Y. Supreme Court; Samuel L. M. Barlow, executor, &c., against Charles P. Chouteau & others, ex'rs, &c.; consent; Titus & Westervelt, def'ts att'ys, 56 Broadway, N. Y.; W. W. Macfarland; rec'd March 22, 1872.

870 New York Supreme Court.

SAM'L L. M. BARLOW, sole surviving executor of John F. A. Sandford, deceased, as such executor,
ag'st
CHARLES P. CHOUTEAU, LOUIS V. BOGY and EDWARD P. TESSON, executors of Pierre Chouteau, Junior, deceased, as such executors.

This plaintiff in this action hereby stipulates and agrees to admit upon the trial thereof, and at all stages and in all proceedings in said action, as follows:

1st. That at the time of the dissolution of the partnership of Pierre Chouteau, Junr., & Comp'y of St. Louis, mentioned in the pleadings herein, viz., Dec. 31, 1852, the debts and liabilities of said firm amounted to four hundred and thirty-eight thousand one hundred and seventy-six dollars and twenty-eight cents. That said Pierre Chouteau, Jun., in his lifetime and about the time last
871 mentioned paid and discharged all said firm debts and liabilities by advances then made of his own individual moneys, for the account of the said firm, and then became a creditor of said firm for the amount of such advances; that prior to the first day of May, 1860, the amount of said firm indebtedness to said Pierre Chouteau, Jun., on account of such advances, had been, by his realization from sales of the lands referred to in the complaint and assets of said firm, reduced to and then was two hundred and twelve thousand seven hundred and twenty-four dollars and twenty-three cents; and that said John F. A. Sandford, deceased, in his lifetime did not, nor have his representatives since his decease, nor has either of them contributed to or towards the payment of said firm indebtedness last mentioned.

2nd. That the executors of John B. Sarpy, deceased, on or about the —— day of May, 1860, contributed and paid to said Pierre Chouteau, Jun., the proportion of his said advances for the firm,
872 which was due from the estate of said Sarpy; and that the surviving executors of Jos. A. Sire deceased, about the time last mentioned contributed and paid to said Pierre Chouteau, Jun., the proportion of his said advances for the firm which was due from the estate of said Sire.

3d. That the second clause of the seventh article of the answer in this action shall be and is hereby amended so as to read as follows, viz.: "That other parts of said lands since the death of said Pierre Chouteau, Jun., have been sold and in whole or part converted into money and were conveyed to the purchasers thereof by the defendants Charles P. Chouteau and Julia Maffit, as heirs or devisees of said Pierre Chouteau, Jun., deceased."

4th. That the defendants and each of them shall have the right in

all stages of this action to claim commissions, compensations and just allowances for their and his services and expenses in and about the management and disposition of the property referred to in the complaint, and that the same may be adjudged to them or
873 either of them, if so entitled, with the like effect as if such claim had been formally stated in the answer.

5th. Nothing in this stipulation shall preclude the plaintiff from requiring an account of all the assets of the said firm applicable to the payment of its aforesaid indebtedness and the disposition made thereof, which the defendants agree to furnish for use on the trial, if required, the same to be duly verified as to its correctness by the defendants.

Dated March 22, 1872. W. W. MACFARLAND,
Atty. for Pl'ff.

(Indorsed:) "Def'ts Ex. No. 3, May 15, 1871. Geo. J. Greenfield."

874 New York Supreme Court.

SAM'L L. M. BARLOW, sole surviving executor of John F. A. Sanford, deceased, as such executor, plaintiff,
against
CHARLES P. CHOUTEAU, LOUIS V. BOGY, and EDWARD TESSON, executors of Pierre Chouteau, Junior, deceased, as such executors, defendants.

The above-named defendants answer the plaintiff's complaint in this action and say:

First. They admit that Pierre Chouteau, Jr., John B. Sarpy, Jos. A. Sire, and John F. A. Sanford, in the year 1842, formed and entered into a copartnership under the name and style of P. Chouteau, Jr., & Company, for the purpose of carrying on a general mercantile business at St. Louis, in the State of Missouri, with various outposts or trading houses on the Missouri and Mississippi Rivers.

They say that by the terms and conditions of said copart-
875 nership, said Pierre Chouteau, Jr., was to contribute $\frac{58}{100}$ of its whole capital stock, said John B. Sarpy and John F. A. Sanford were each to contribute $\frac{16}{100}$ of said capital stock, and said Jos. A. Sire was to contribute $\frac{10}{100}$ of said capital stock, and that their respective contributions to said capital stock were made.

They admit that at the formation of said copartnership the respective shares of the partners in said capital, and in the profits and losses of the firm, were as in said complaint stated, and so remained until some time in the year 1849, when said shares of said copartners in said capital, and in the profits and losses of said firm, were changed as in said complaint stated, and that said respective shares as changed so continued until the 31st day of Dec., 1852, when said copartnership was dissolved.

Second. That said firm, during the continuance of said copartner-

ship, established an outpost or trading house at St. Paul, in the State of Minnesota, and supplied the same with merchandise, and
876 carried on business at that place under name of the "Minnesota Outfit;" that all merchandise so furnished or money expended by said firm for said trading house was charged to said "Minnesota Outfit," and that all money, merchandise, or property received by said firm therefrom was credited to the same; that said trading house was established and the business there conducted was carried on by said firm, pursuant and subject to the aforesaid terms and conditions of said copartnership agreement.

Third. They admit that during the continuance of said copartnership, the said firm acquired various tracts of land in the State of Minnesota, the legal title to which was taken in the name of said Pierre Chouteau, Jr.; but these defendants have not, nor has either of them, knowledge nor information sufficient to form a belief that Schedule A, annexed to the complaint in this action, contains a true and full description of said lands, or a copy of any description thereof, furnished by said Pierre Chouteau, Jr., in his life-
877 time; and they claim that all particulars in regard to said lands and the acquisition thereof should be established under the order and direction of the court.

Fourth. That at the time of the dissolution of said copartnership, the assets of said firm consisted of notes and accounts against divers persons and firms, which were of little or no value, and the real estate above referred to.

Fifth. That at the time of the dissolution of said copartnership, the outstanding debts and liabilities incurred and owing by said firm amounted to the sum of $438,176.28, or thereabouts; that the amount of such debts and liabilities was afterwards reduced by payments and otherwise; that on the first day of May, 1860, the outstanding indebtedness of said firm was $212,724.23 or thereabouts; that the whole of such outstanding indebtedness of said firm was paid by said Pierre Chouteau, Jr., deceased, by advances made of his own individual moneys for the account of the firm at
878 or about the time last mentioned, and that he thereby became the creditor of said firm for the amount of such advances; that the said John F. A. Sanford, before and at the time of his death, was liable to contribute and pay his due proportion of said firm indebtedness to said Pierre Chouteau, Jr., with interest from the time said advances were so made by him, but no part thereof was paid by said Sandford in his lifetime, nor has the same or any part thereof been paid or tendered by his executors or surviving executor either to said Pierre Chouteau, Jr., in his lifetime or to these defendants or either of them since his death; that the said John F. A. Sandford, at the time of his death, was indebted to said Pierre Chouteau, Jr., and the estate of said Sandford now is indebted to these defendants as such executors as aforesaid, or is liable to them in account for his due proportion of said firm indebtedness and of said advances of

Pierre Chouteau, Jr., and they claim and insist that the
879 amount thereof shall be established under the order and direction of the court and allowed as a counter-claim against the plaintiff in this action.

Sixth. They deny that all the accounts and affairs of the said copartnership have been fully adjusted and settled, except between the plaintiff as executor of said Sandford and the defendants as executors of said Pierre Chouteau, Jr., deceased, or that said accounts and affairs have been so settled and adjusted, as between the said plaintiff and these defendants, except as to the premises in said complaint referred to; they further say that Pierre A. Berthold and Chauvin V. Le Beau are executors of the last will and testament of said John B. Sarpy, deceased, and they, as such executors, contributed and paid to said Pierre Chouteau, Jr., in his lifetime, the proportion of his said advances for the firm which was due from the estate of said Sarpy and have an interest in said lands and in the proceeds thereof; that Joseph W. Conn is the surviving ex-
880 ecutor of the last will and testament of said Jos. A. Sire, deceased, and he, as such executor, contributed and paid to said Pierre Chouteau, Jr., in his lifetime the portion of his said advances for the firm which was due from the estate of said Sire, and has an interest in said lands and in the proceeds thereof; that said respective legal representatives of John B. Sarpy and Jos. A. Sire are interested in the adjustment and settlement of the accounts and affairs of the said copartnership, and as these defendants are advised and believe are necessary parties defendants in this action, and they object that there is a defect of parties defendants therein.

Seventh. They admit that some part of said lands was sold and conveyed and, in whole or part, converted into money by said Pierre Chouteau, Jr., in his lifetime; that other parts of said lands, since his death, have been sold and conveyed and, in whole or part, converted into money by said defendants as his executors, and that other parts thereof remain unsold; but they claim, as they are
881 advised and believe, that an account thereof shonld be stated only under the order and direction of this court.

Eighth. That they have not, nor has either of them any knowledge nor information sufficient to form a belief that, during the lifetime of said John F. A. Sandford, no account was stated or adjusted with him by said Pierre Chouteau, Jr., in respect to said lands sold, nor whether any part of the proceeds thereof was or was not paid to him, nor whether any account in respect thereof was stated or adjusted with said executors of said Sandford by said Pierre Chouteau, Jr., in his lifetime.

Ninth. That as they are advised and believe, they deny that the plaintiff, as executor as aforesaid of the said John F. A. Sandford, deceased, is entitled to any part of the proceeds of said lands so sold and conveyed as aforesaid, or to any portion of the remaining unsold lands, or to have portion thereof conveyed to him;
882 and the said defendants pray judgment against the plaintiff

that his complaint may be dismissed, and also that an account may be had and stated between them and said plaintiff of and concerning the affairs and business of said firm of P. Chouteau, Jr., & Co., of St. Louis, and that the amount owing by said plaintiff, as executor, to these defendants, as executors, on account of the losses and indebtedness of said firm or otherwise may be established and adjusted against him, and that said plaintiff may be decreed to pay the costs of these defendants in this action.

(Signed) TITUS & WESTERVELT,
Defendants' Attorneys, 12 Pine St., N. Y. City.

STATE OF NEW YORK, } ss.
City and County of New York, }

Charles P. Chouteau, being duly sworn, says that he is one of the defendants in the action in which the above answer is entitled; that he has read the said answer and knows the contents thereof,
883 and that the same is true of his own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters he believes it to be true.

CHAS. P. CHOUTEAU.

Sworn to before me this 27th day of October, 1869.

JOHN HAYES,
Notary Public in and for N. Y. Co.

(Endorsed:) Defts. Ex. No. 2. May 15, 1877. G. J. Greenfield. Also, title of cause. Answer. Titus & Westervelt, defts. att'y, 12 Pine st., N. Y. city.

Due service of within answer admitted this 27th day of October, 1869. W. W. MACFARLAND.

884 New York Supreme Court.

SAM'L L. M. BARLOW, sole surviving executor of John F. A. Sanford, deceased, as such executor, plaintiff,
against
CHARLES P. CHOUTEAU, LEWIS V. BOGY and EDWARD P. TESSON, executors of Pierre Chouteau, junior, deceased, as such executors, defendants.

Trial to be had in the city and county of New York.

The above-named plaintiff complains of the above-named defendants, and says:

First. That in the year one thousand eight hundred and forty-two Pierre Chouteau, Jr., John B. Sarpy, Joseph A. Sire, and John F. A. Sanford, formed and entered into a co-partnership, under the name and style of P. Chouteau, Jr., & Company, for the purpose of carrying on a general trading and mercantile business at St.
885 Louis, in the State of Minnesota, and St. Paul, in the then Territory of Minnesota, as their principal places of business;

that at the formation of the said co-partnership the respective shares of the partners in the capital and in the profit and loss of the firm was as follows:

Pierre Chouteau, Jr., 58-100; John B. Sarpy and John F. A Sanford, each 16-100, and Joseph A. Sire 10-100, and so remained until some time in the year one thousand eight hundred and forty-nine, when the respective shares of the said co-partners in the capital and profit and loss of the firm were changed as follows: The share of the said Pierre Chouteau, Jr., was reduced to forty-eight one hundredths, and the shares of John B. Sarpy, Joseph A. Sire, and John F. A. Sanford were respectively increased to 17⅓-100, and so continued until the dissolution of said co-partnership, by mutual consent, in the year one thousand eight hundred & fifty-two.

886 *Second.* The plaintiff further says that each and all of said co-partners have deceased since the dissolution of said firm, and that said Sandford deceased at New York on or about the 5th day of May, 1859, leaving a last will and testament, of which the plaintiff is sole surviving executor, and as the plaintiff is informed and believes all the accounts and affairs of the said copartnership have been fully adjusted and settled except as between the plaintiff as executor of said Sandford and the defendants as executors of said Pierre Chouteau, Jr., and also as between said plaintiff and the defendants, except as to the premises hereinafter set forth, and therefore the plaintiff is advised that the respective personal representatives of the other partners deceased are not necessary parties to this suit.

Third. The plaintiff further says that during the continuance of the said copartnership the said firm purchased with the funds thereof and for the benefit of the firm in the several proportions above mentioned large tracts of land in the State of Minnesota, the legal

887 title to all of which was for the sake of convenience taken in the name of Pierre Chouteau, Jr., of which said lands a description was furnished by the said Pierre Chouteau, Jr., in his lifetime, a copy whereof is hereto annexed, marked Schedule "A" and made part of this complaint. But whether the said schedule contains a true and full description of all of said lands this plaintiff does not know, and has no means of ascertaining, and therefore this plaintiff prays that the defendants who have full knowledge in the premises may be required to set forth and prove the truth in this behalf.

Fourth. The plaintiff further says that from time to time in his lifetime the said Pierre Chouteau, Jr., sold and conveyed and converted into money a large portion of the said lands, but to whom, what portion, and the amount of money realized therefrom this plaintiff does not know, and has no means of ascertaining. That the de-

888 fendants as his executors have, since his decease, also sold and conveyed and converted into money other large portions of the said land, but to whom, what portion, and the amount of money realized therefrom this plaintiff does not know and has no means of ascertaining. That a large portion of the said lands still remain un-

sold as the plaintiff is informed and believes, the title to which still stands in the name of the said Pierre Chouteau, Jr., and which has never been divided, but how much of said land still remains unsold this plaintiff does not know. But the defendants have full and accurate knowledge of the premises in this paragraph set forth, and this plaintiff therefore prays that they may be required to set forth and prove the truth in this behalf.

Fifth. The plaintiff further says that during the lifetime of the said John F. A. Sandford no account was stated or adjusted with him by the said Pierre Chouteau, Jr., who survived him, in
889 respect to said lands sold as the plaintiff is informed and believes, nor were any part of the proceeds thereof at any time paid to him, nor has any account in respect thereof been stated or adjusted with the plaintiff as executor of said Sandford since his decease, either by the said Pierre Chouteau, Jr., or the defendants, his personal representatives.

Sixth. The plaintiff further says that, as the executor as aforesaid of the said John F. A. Sandford, he is entitled to his due share of the proceeds of the said land so sold and conveyed as aforesaid, which share is the proportion thereof in which the said Sandford was interested in the said firm of P. Chouteau, Jr., & Company, as hereinbefore set forth, and that as to the said lands remaining unsold the plaintiff, as executor as aforesaid, is entitled to have his due proportion declared and conveyed to him.

The plaintiff therefore prays—

890 *First.* That an account may be taken of all the lands acquired by the said firm during its continuance, the legal title to which was taken in the name of the said P. Chouteau, Jr.

Second. That the defendants may be required to account, and that an account may be taken of all of the aforesaid lands sold either by the said P. Chouteau, Jr., in his lifetime or the defendants or any of them since his decease, and of the sums of money received therefor, and that the plaintiff's due proportion of such proceeds may be ascertained, declared and adjudged to be paid over to him with interest.

Third. That the amount and description of the lands remaining unsold may be ascertained and declared, and that the defendants be directed and required by a proper order to convey to the plaintiff his just undivided portion thereof.

891 *Fourth.* That the plaintiff may have such other and further relief as may be just and equitable.

W. W. MACFARLAND,
Plaintiff's Attorney, 35 William street, N. Y.

STATE OF NEW YORK,
City and County of New York, } *ss:*

Saml. L. M. Barlow, being duly sworn, says that he is the plaintiff in the above-entitled action; that he has read the foregoing complaint and knows the contents thereof, and that the same is true to

his own knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes it to be true.

Sd. SAMUEL L. M. BARLOW.

Sworn to before me this 24 day of Feby., 1869.

GEORGE H. HORR,
Notary Public, New York County.

(Endorsed:) Deft.'s Ex. No. 1; May 15, 1877; G. J. Greenfield; also title of cause; copy of complaint; W. W. MacFarland, plaintiff's atty., 35 William st.; recd. Feby. 24, 1869.)

Schedule "A" referred to.

Description of property belonging to P. Chouteau, Jr., and Co., Sauk Rapids, Minnesota.

	Lot.	Block.	L.	B.	L.	B.	L.	B.	L.	B.	L.	B.	L.	B.
	4	12	3	26	20	47	3	54	10	62	8	63		3
	6	12	6	26	35	47	8	54	15	62	1	64		3
	7	12	7	26	36	47	11	54	16	62	2	64		3
892	8	12	10	26	37	47	1	56	17	62	3	64		3
	9	12	3	27	38	47	2	56	18	62	4	64		3
	10	12	9	28	39	47	4	56	19	62	5	64		4
	2	13	10	28	40	47	2	57	20	62	6	64		4
	4	13	11	28	5	49	4	57	21	62	1	77		5
	5	13	6	29	11	49	12	57	22	62	4	77	"A."	5
	9	13	10	29	12	49	2	58	23	62	5	77		5
	2	14	11	29	13	49	3	58	24	62	2	78		6
	5	14	11	45	1	51	11	58	25	62	Borup's			
	6	14	12	45	6	51	7	59	26	62	addition.			
	8	14	11	46	8	51	3	60	33	62	3	1		
	14	14	12	46	10	51	5	60	34	62	5	1		
	16	14	15	46	12	51	1	62	35	62	6	1		
	2	15	16	46	1	53	2	62	36	62	10	1		
	3	16	15	47	2	53	3	62	37	62	3	2		
	4	16	16	47	4	53	4	62	38	62	4	2		
	5	16	17	47	11	53	5	62	39	62	7	2		
	3	23	18	47	12	53	6	62	40	62	10	2		
	9	23	19	47	2	54	9	62	7	63	11	2		

Schedule "A."

½ of lot 3, section 15, town. 36, range 31 ..... 29 acres.
E. ½ of N. W. ¼ & N. W.
¼ of N. W. ¼ & lots 1 & 2 of " 15 " 36 " 31.....228 acres.

257 acres.

893 *Schedule "D."*

Description of real estate belonging to P. Chouteau, Jr., & Co., in St. Paul.

Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.	Lt.	Blk.								
1	1	1	17	1	39	6	56	3	77	Miss Broome.						8	5
										Sec.	Tn'p.	R'nge.	A.				
1	2	2	"	1	41	3	57	4	"	Lt No. 2	14	28	23	$18\frac{41}{100}$		9	"
6	3	4	"	6	"	7	"	4	81	"	3	14	28	23	25	1	6
7	"	3	18	7	44	1	58	5	"	"	4	14	28	23	$10\frac{12}{100}$	2	"
4	4	8	"	8	"	2	"	1	87	"	5	14	28	23	$28\frac{61}{100}$	4	"
5	"	3	19	3	45	3	"	2	88	"	1	23	28	23	$15\frac{38}{100}$	5	"
7	"	4	"	4	"	4	"	2	89	"	4	22	28	23	$16\frac{16}{100}$	6	"
8	"	3	21	6	"	5	"	3	"	Pig's Eye Farm.							
4	5	5	"	1	46	7	"	1	90	N.½ NE.¼	10	28	22	80		8	"
5	"	6	"	2	"	8	"	2	"							2	7
6	"	8	"	3	"	4	59	3		Manomin County.						1	8
7	"	4	22	5	"	1	60	1	91	SE. ¼	23	30	24	40		2	"
3	7	5	23	8	"	2	"	2	"	One square acre adjoining St.						3	"
4	"	6	"	1	48	8	"	3	"	Paul, in the W.½ of the SW.¼						4	"
5	"	5	24	2	"	1	62	all	78	of Sec.	1	28	23			5	"
1	"	6	"	5	"	3	63	do.	79	Saint Anthony Property.							
7	"	8	"	7	"	4	"	do.	80	3	2	1	5	9	7	7	"
8	"	2,3,4	26	1	49	7	"	St. Paul		4	"	2	"	11	"	8	"
1	12	1	31	3	"	11	"	Proper.		5	"	3	"	12	"	9	"
2	"	2	32	4	"	12	"	5	30	6	"	4	"	7	10	10	"
3	"	3	"	8	"	14	"	3	31	Saint Anthony Property.							
4	"	4	"	1	50	7	66	1	32	7	"	5	"	9	"	1	9
2	13	1	33	2	"	8	"	2	39	1	3	6	"	4	11	2	"
3	"	2	"	6	"	4	67	1	38	2	"	7	"	1	12	3	"
4	"	3	"	8	"	1	68	Whitney&		3	"	10	"	2	"	4	"
5	"	6	"	1	51	5	"	Smith's		4	"	11	"	12	"	5	"
6	"	6	"	3	"	6	"	Addition.		5	"	12	"	1	13	6	"
1	14	7	"	5	"	7	"	1	2	6	"	2	6	2	"	7	"
2	"	3	34	7	"	1	69	2	"	1	4	3	"	7	14	8	"
3	"	7	"	8	"	2	"	9	"	2	"	4	"	8	"	9	"
4	"	8	"	2	52	3	"	10	"	3	"	5	"	Borup's	Add.	10	"
894																	
6	11	6	35	3	"	4	"	⅔-6	"	4	"	6	"	All	1	1	10
7	"	8	"	5	"	7	"	⅔-7	"	5	"	7	"	"	2	2	"
1	15	2	36	7	"	1	71	⅔-8	"	6	"	1	7	"	3	3	"
2	"	3	"	8	"	3	"	Bazille		7	"	2	"	1	4	4	"
3	"	6	"	5	53	1	72	Guerin Add		8	"	3	"	2	"	5	"
4	"	7	"	2	54	2	"	11	1	9	"	4	"	2	5	6	"
5	"	7	37	4	"	1	73			10	"	5	"	3	"	10	"
6	"	8	"	6	"	3	"			11	"	6	"	4	"	1	11
7	"	1	38	7	"	4	"			12	"	7	"	6	"	2	"
4	16	2	"	8	"	2	74			14	"	8	"	7	"	3	"
		3	"	4	56	3	"									4	"
		"	"	5	"	1	76									5	"
																6	"
																7	"
																8	"

Also the following lots & parcels of land in Hastings or vicinity
895 in said Co.

Hastings Proper.				Addition to H. No. 13.	
Lots	Block	Lots	Block		Block
2	1	1 2	109	1 2 3 16 17 18 } 25 26 34 35 }	1
7	5	2	112	3 4 19 20	2
2	7	2 3 8	113	1 2 3 4 5 6	3
3	8	2	115	6 7 8 9 10 16 17 18 19 20	4
6 7	9	1 3 7 8	116		
3	10	2 7	118	1 2 3 4 10 11 12 13	7
2	13	4 7	120	6 7 8 9 10 11 12 13	8
6	18	3 4	121	1 2 3 4 5 16 17 18 19 20	11
7	22	6 8	123		
1 4 6	24	4	124	1 2 3 4 5 6 7 15	10
3 7 8	25	all of	125	1 2 5 6 11 12	12
3 4	28	4	126	1 4 5	13
2	27	2 4 8	127	13 14	14
3	31	2 3 4	128	13 14	15
1	32	4 6	130	1 2 6	16
5	34	all of	131	7 12 13	16
8	34	5 6	132	1 2 3 4 5 16 17 18 19 20	19
2 6 8	36	4 6	136	6 7 8 9 10 11 12 13 14 15	24
3 4 5 6	37	4 7	135	1 2 3 4 5 16 17 18 19 20	25
2 4	38	4	133	4 5 6 19 20	26
1 2 7	42	4 7	134	6 7 12 13 17 18	27
2 5 8	43			3 4	28
4	44			8 9 13 14	29
1	45			1 2 3 4 5 15 16	30
1	46			1 2 3 4 5 6 7 8 9 10 11 12 13 } 14 15 16 17 18 19 20 }	33
7	47			1 2 3 4 5 16 17 18 19 20	34
4 8	48			6 7 8 9 10 11 12 13	35
6	49			6 7 8 9 10 11 12 13 14 15	36
2 4 5 7	36			8 9	41
3	61			13 14	42
2	62			6 7 8 9	43
5	63			3 4 15 16	44
2 3 5	66			1 2 3 4 5 16 17 18 19 20	45
2	67			6 7 8 9 10 11 12 13 14 15	47
7 8	68				
1 3 4	69				
7	75				
1 6	76				
3	79			{ Also undivided ¼ of SW.¼ of NW.¼, Sec. 30, Town. 117, R. 17.	
1 4	80				
1 6	78			896	
5 6	77				
6 7	81				
4	82				
2	84				
6 7	85				
3 4	87				
4	89				
1 2 3	90				
3 4	91				
1	92				
1	93				
2 3	94				
5 6	95				
1 2 4	96				
1	97				
2	102				
3	104				
2	105				
2 5	107				
4 6	108				
1 2 6	110				

Undivided ¼ of Lot 5, B 13. ¼ of lots 2, 3, 4, 5, 6, 7, 8, B 21, in dispute with Tripp.

Being ¼ of W.(N.½), NE.¼, & NW.¼, Sec. 28, Township 115, Range 17.

Statement of P. Chouteau, Jr., & Co.'s property in Dakota County, Minnesota.

897	Undivided ½ lot 5,	sec. 22	Embracing the town site of Mendota, &c., in township 28, range 23.
	Lots 1, 3, 4	" 27		
	N. E. ¼ of S. E. ¼	" 27		
	Lots 1 & 2 & N. W. ¼ of N. W. ¼	" 34		

Reserving and excepting therefrom all the land described above lying west of the Mendota and Wabashaw road (so called); also the following lots and blocks in said town of Mendota, viz:

All of block one, lots 2, 3, 4, 6, 7, 8, 9, & 10, in block 2; Lots 4 and 5, and 15 feet in front of lot 3, Joining and running back along said lot 4, in block three (3); block 4; lots 4 & 5 in block 6; lots 1, 2, 3, 4, 5, 6, 8, & 9, in block 7; lots 1, 3, 4, 5, 6, 7, 9, & 10, in block 8; lots 1 & 2, in block 10; lots 1, 2, 3, 4, 7, 9, & 10, in block 9; lots 1 & 4, in block 11; lot 4, in block 18; lot 1, in block 19; the lot or parcel of land in the northeast corner of said town site secured to E. Pettijohn and Franklin Steele for mill purposes, as per contract with them; all block 44, except as much of lot 1 as is not included in deed to F. Fairbault; lots 6, 8, & 9, in block 80, in addition to Mendota, and the lots or parcels of lands owned by the Catholic Church; said described lots or parcels of lands supposed to contain 368½ acres in the aggregate, more or less.

Continuation of P. Chouteau, Jr., and Co.'s property.

All of lots 1 & 5, sec. 26, same town. and range	80 acres.
All of the W. ½, S. W. ¼ " 34 " " "	80 acres.
The undivided ¾ of S. E. ¼ of south W. ¼, section 34, same town. and range	31 acres.
And of the S. ½ N. E. ¼, N. W. ¼ of N. E. ¼, sec. 3, T. 27, R. 23	188.48
N. E. ¼ of N. W. ¼ & S. E. ¼ of N. W. ¼, also off of the S. W. ¼ & W. ½ of N. W. ¼, sec. 3, same town., and R. 2	234.62
The S. E. ¼ of N. W. ¼, and lots 1, 2, 3, 4, & 5, sec. 4, same town., range 23	245.32
Lots 4, 5, 6, 7, sec. 8, same town., range 23	160
S. E. ¼ of N. W. ¼, E. ½ of N. E. ¼, N. W. ¼ of N. E. ¼, S. W. ¼ of N. E. ¼, N. E. ¼ of S. E. ¼, and lot 1, sec. 9, same town., R. 23	290.50
W. ½ of N. W. ¼, N. W. ¼ of S. W. ¼, S. E. ¼ of N. E. ¼, S. W. ¼ of N. E. ¼, N. W. ¼ of S. E. ¼, N. E. ¼ of S. W. ¼, N. ½ of N. E. ¼, S. E. ¼ of N. E. ¼, sec. 10, same town., less $\frac{4}{10}$ to Chevelier	430.
S. E. ¼ of N. E. ¼, sec. 11, same town., R. 23	40.
S. W. ¼ of N. W. ¼, N. W. ¼ of N. W. ¼, sec. 12, same town., range 23	80.
E. ½ of N. E. ¼, sec. 17, same town., R. 23	80.

(Indorsed:) N. Y. Supreme Court; Samuel L. M. Barlow, Executor, &c., plaintiff, against Charles P. Chouteau and others, Executors, &c., defendants; copy complaint; W. W. McFarland, plaintiff's attorney, 35 William St., N. Y.; To Messrs. Titus & Westervelt, Pine St.; Rec. Feb. 24, '69.

899 United States Circuit Court, District of Minnesota.

SAMUEL L. M. BARLOW, executor of will of John F. A. Sanford, deceased, & others,
vs.
CHARLES P. CHOUTEAU, JULIA MAFFITT, & others.

GENTLEMEN: Please take notice that the defendants in the above-entitled cause will take the deposition of Tompkins Westervelt, Esq., at his office, No. 56 Broadway, in the city of New York, before a notary public for said city and county of New York, on the 4th day of May, 1877, at 10 o'clock A. M. of said day, said deposition to be continued from day to day until completed, and is taken to be used by said defendant on the hearing of said cause.

Yours, &c.,

DAVIS, O'BRIEN & WILSON &
R. B. GALUSHA,
Sols. of Defts.

To Messrs. GILMAN, CLOUGH & LANE,
Sols. of Plff's.

ST. PAUL, *April* 25, 1877.

900 (Indorsed:) Circuit Court U. S., District of Minnesota. S. L. M. Barlow, ex., et al., v. Charles P. Chouteau et al. Service of copy of within admitted this 25th day of April, 1877, and name of notary before whom deposition shall be taken is hereby waived in said notice. Gilman, Clough & Lane, sol'rs for pl'ffs. Davis, O'Brien & Wilson & Galusha, sol's for def'ts.

901 *Certificate of Notary.*

United States of America, Southern District of New York.

STATE OF NEW YORK,
City and County of New York.

I, George J. Greenfield, a notary public in and for the county and State aforesaid, and duly commissioned and qualified to take depositions for use in the Circuit Courts of the United States, do hereby certify that the reason for taking the foregoing deposition is, that the testimony of said witnesses, and each of them, is material and necessary for the defendants in the cause in the caption of the said deposition named, and that the said witnesses live, and did live at the time of taking said deposition, out of the District of Minnesota at the places

testified to by them in their said depositions, each of which places is more than one hundred miles from the city of St. Paul, Minnesota, where the court at which it is expected the said cause will be tried is appointed by law to be held.

I further certify that reasonable notice of the time and place of taking the said deposition was first given in writing by the defendants to the solicitors and attorneys of complainants, which notice is hereto annexed, to be present at the taking of said deposition and put such interrogatories as they might think fit.

I further certify that on the 15th and 17th days of May, A. D. 1877, I was attended at the place named in the annexed notice—to which reference is hereby made—by H. P. Anderson, Esq., of counsel
902 for complainants, and the witness Tompkins Westervelt, who was of sound mind and lawful age, and the witness was by me carefully examined and cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, and the depositions were by me reduced to writing in the presence of the witness, and from his statements, and after carefully reading the same to the witness, he subscribed the same in my presence. I have retained the said depositions in my possession for the purpose of sealing up and directing the same with this certificate of the reasons aforesaid for taking said depositions with my own hand to the court for which the same was taken.

In testimony whereof I have hereunto set my hand and official seal this 25th day of May, in the year of our Lord one thousand eight hundred and seventy-seven.

[SEAL.] GEO. J. GREENFIELD,
Notary Public.

Return depos. by mail to H. E. Mann, Esq., clerk U. S. Circuit Court, St. Paul, Minn.

Fees and expenses $30.54.

903 United States Circuit Court, District of Minnesota.

SAMUEL L. M. BARLOW et al.
vs. } In Equity.
CHARLES P. CHOUTEAU et al.

Depositions of John S. Prince, witness of lawful age, produced, sworn, and examined before H. E. Mann, master and examiner in chancery of said court, on behalf of the , commencing at o'clock in the noon, on the 31st day of May, A. D. 1877, at his office in the United States custom-house in the city of Saint Paul, in said district.

Present: W. P. Clough, Esq., solicitor for plaintiff; R. B. Galusha, solicitor for defendant.

904 United States Circuit Court, District of Minnesota.

Samuel L. M. Barlow, exr., et al.,
vs.
Charles P. Choteau, et al.

MAY 31, 1877.

The parties appeared by their solicitors, W. P. Clough for plaintiffs, and R. B. Galusha for defendants, and depositions taken by consent.

John S. Prince, a witness produced on the part of the defendants, being first duly sworn, deposes and says: My name is John S. Prince; am fifty-six years old; I reside at St. Paul, Minn.; have resided here 22 years; my business is dealing in real estate and lumber, and am insurance agent, and am president of the savings bank. I know all the parties to this suit by reputation, and most of them personally. I know the members of the firm of Pierre Choteau, jr., and Co., No. 2, personally. I was employed by that firm 9 years or more in New York city before I came to Minnesota. I was not in the employment of the St. Louis house at any time, unless my coming to St. Paul might be so considered. I think it would be. I have represented the St. Louis house since I came here, except so far as it was represented by Gen. Sibley. I came to St. Paul to repre-
905 sent the house of Pierre, jr., & Co. No. 2, at the solicitation of Pierre Choteau, jr., & Mr. Sanford more particularly, but the firm were all aware of it. I was in New York at the time, and they sent me to St. Louis to get papers and instructions. Mr. Sanford was in New York at the time, and the whole matter of my coming was talked over between him and Mr. Choteau. The object of my coming was to settle with the Minnesota agents of the house, especially the matters in the hands of Chas. W. Borup. The business in the hands of Chas. W. Borup was known as the Minnesota outfit. My instructions were derived from Messrs. Choteau & Sanford in New York, and Sarpy in St. Louis. My arrangements were made with Choteau and Sanford in New York, and I went to Sarpy in St. Louis for details. They gave me the different accounts against the outfit here, with instructions to come here and see the condition and status of the business here, with a view to the settlement and winding up of the business. I have a general knowledge of the business of the Minnesota outfit, derived from the different members of the firm. When I first came here I presented my letters to Dr. Borup, and he gave me some insight into the business, but nothing definite until along in the summer of 1855. I was never able, individually, to make a settlement with Dr. Borup, and so advised the house,
906 and P. Choteau, jr., came up in August, 1855, and on or about the 5th of Sept. of that year he closed a compromise settlement with Dr. Borup of the matters known as Minnesota outfit, and it was then I was placed in charge of the business here. (Witness shown deed from Charles W. Borup and Elizabeth Borup to

Pierre Choteau, jr., & Co., dated Sept. 5, 1855.) I was present at the final settlement which was made between Dr. Borup and Pierre Choteau, jr., & Co., (represented by Pierre Choteau, jr.,) Sept. 5, 1855. The books, papers, and everything appertaining to the business, together with the deeds and papers drawn and executed, were conveyed from Dr. Borup's office to a room in what was then the old Pioneer Building, standing where Prince's block now is, in front of the Merchants' Hotel, and Mr. Choteau notified that they were ready to transfer everything in the afternoon of that day. Mr. Choteau notified me to meet him and be there with him and his attorney, Butler A. Hill, from St. Louis.

We all met there in this room. Dr. Borup turned the books and papers and accounts, with a balance sheet showing the condition of the business, over to Mr. Chouteau; also the deeds of the lands which were taken as settlement of the accounts of the Minnesota outfit. No one was interested in that outfit except P. Chouteau, jr., & Co. and Dr. Borup. Mr. Chouteau called it a compromise at the time, and never during his lifetime called it any-
907 thing else. The papers were put into my hands about 4 o'clock that afternoon. My powers of attorney to transact the business here were executed before that. I then took possession of the property, including the real estate transferred at this compromise, and took charge of the entire business of that outfit and property. I afterward received further powers of attorney in 1856. (I refer for these powers of attorney to copies of them which are attached to the deposition of Mr. Chouteau in this case as Exhibits 2 and 17.) My instructions verbally from Mr. Chouteau were of the fullest character. I was to treat the property as my own and care for it as my own, and take the interest in it which I would if it belonged to me. I made sales of the real estate from time to time under these powers; paid taxes and collected rents when there were any to collect; collected the outstanding accounts due the Minnesota outfit when I could. I accounted for the moneys which I collected in that way to the house in St. Louis. I think the St. Louis firm of P. Chouteau, jr., & Co., No. 2 was changed to No. 3 in 1853. I don't know the conditions or circumstances under which Mr. Sanford withdrew from the St. Louis firm. I had occasional conversations with Mr. Sanford (deceased) from '52 to the date of his death in regard to the St. Louis house in connection with the Minnesota outfit. I think Mr.
908 Sanford was informed of the condition of the business here after I took charge of it, and knew how the business was transacted under my charge. Mr. Sanford did not, to my knowledge, make any specific claim to any of the real estate in this vicinity except as a member of the firm of P. Chouteau, jr., & Co. He never gave me any instructions after I left New York except in 1856 or 1857. I was in New York and had a general interview with him in regard to the business. He never made any request to me that I should send him any portion of the proceeds of the real estate sold by me. I never knew of his having any interest in the property ex-

cept as a member of that firm and as firm property. When I sold real estate I made use of the proceeds of the sale sometimes in paying firm debts and in firm business. This was done with Mr. Sanford's knowledge.

I know of a deed from Lewis Roberts and wife to Pierre Chouteau, Jr., & Co., dated March 29, 1857, conveying part of lot 5, block 30, in St. Paul proper, in which the partnership is named as composed of Pierre Chouteau, Jr., John B. Sarpe, & John F. A. Sanford. This deed was not for a purchase, but as a correction deed of boundary line between lots 5 and some other lots. Sanford's name was put in, as he was one of the surviving members of that old firm. I
909 knew of the appraisal of the Ramsey county property by Hewit & Morgan previous to the public sale here. I examined carefully, at the time, and was acquainted with, the property described. The appraisal was at a fair value at the time it was made. I was present at the public sale referred to by Mr. Chouteau, and kept a record of it at the time. The prices at this sale were full and fair prices. My books show the expenditure of moneys in payment of taxes, for improvements, insurance, &c., while the property was in my charge, and I forwarded annual statements from these to the firm in St. Louis. In making the settlement with Borup by Pierre Chouteau, Jr., the property conveyed by the deeds passed was taken as part payment of the amount due from the Minnesota Outfit to the firm. The firm was not interested in the original purchase of this property by Dr. Borup. Some few days before the final transaction in this settlement with Dr. Borup there was a balance sheet shown Mr. Chouteau showing a profit and loss account of something over $120,000. Dr. Borup's interest in that was $\frac{1}{6}$, and there were cash assets in that balance sheet amounting to over $20,000. And on the afternoon when the settlement took place, Dr. Borup produced a new balance sheet, in which these cash assets were transferred to Dr. Borup to the amount of $\frac{1}{6}$ interest. He had paid himself out
910 of the cash assets, to which Mr. Chouteau objected, and stated that Dr. Borup should take his share of the book accounts, and not take it all in cash. Mr. Chouteau continued, and proposed his taking a large share of the book accounts at a discount. Dr. Borup declined to take any of the book accounts on any consideration, and then peremptorily stated to Mr. Chouteau that the books, papers, deeds, &c., that he had laid before him should be taken in settlement of the matter between him, or no settlement, or words to that effect; that he had taken legal advice, and knew exactly his position, and just what remedies P. Chouteau, Jr., & Co. had to enforce a settlement, and it was that or nothing. And it was from this that Mr. Chouteau always called it a compromise and not a settlement. In that settlement the property in Kittson's addition was put in, I think, at about $75,000. That was one of the largest items. There were several smaller real estate matters. I don't remember what they were put in at. Dr. Borup had been disposing of lots in Kittson's addition previous to this—of those purchased by him of

Mr. Kittson. I have no doubt this settlement was made known to Mr. Sanford, from my conversations with him afterwards. Mr. Barlow never made any claim on me at any time, nor notified me that he claimed any right to real estate, or the proceeds thereof,
911 sold by me under these powers of attorney, nor that he claimed any interest in the income, rents, and profits of the lands deeded to Pierre Chouteau, Jr., & Co., nor did his co-executor, Mr. Gebhard.

Cross-examination:

In this settlement of Dr. Borup with P. Chouteau, Jr., & Co., Dr. Borup did not profess to turn over any property except what already belonged to the Minnesota outfit, in which P. Chouteau, Jr., & Co., and Dr. Borup were the parties in interest. From the time I took charge of this property up to Mr. Sanford's death I sold some of this real estate; I can't remember to what amount; not a very large amount, yet quite a number of lots. I applied the proceeds in the care and improvement of the remaining property.

(The attention of the witness is called to Exhibit No. 23, of the testimony of Charles P. Chouteau, being the copy of a letter, bearing date New York, June 3, 1861, addressed by Frederick C. Gebhard to Mr. Barlow.) I never had the original of that letter in my possession to my knowledge. Mr. Sanford gave me a paper which I sent to Mr. Charles P. Chouteau this past season; I don't remember reading it carefully. I had forgotten all about until my attention is now called to it. It was not in my possession over 24
912 hours. Gen. Sanborn gave me this paper because I asked him to give me all papers relating to this suit. I asked him because he was connected with a former suit. He said at first he did not think he had any, and afterwards gave me a paper which I sent to Mr. Chouteau. I don't know whether it was this paper or not. Gen. Sanborn has been retained on the part of some of the defendants in this suit, but is not acting in the matter at all. I had but one interview with Gen. Sanborn, and asked him to hunt up any papers he had in a former suit, in which Chouteau and others were plaintiffs and Mr. Barlow was defendant, and I think I told him he might consider himself retained in this suit. This was prior to his giving me this paper. He then said he thought he had none, but in a few days handed me a paper which I sent to Mr. Chouteau.

Re-direct examination:

In the interview with Dr. Borup, in regard to this settlement, it was admitted that the firm were adverse to investing in real estate, and that Dr. Borup had put their money in these lands without the assent of the company; that was the idea I got of it. The
913 assets turned over by Dr. Borup, if then reduced to money, would not have paid the indebtedness of the outfit; nowhere near it.

JOHN S. PRINCE.

Certain deeds and papers, offered in evidence by plaintiffs, copies of which are hereto attached, and marked Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, & 13, respectively.

(Endorsed:) United States Circuit Court, District of Minnesota. Samuel L. M. Barlow et al. vs. Charles P. Chouteau et al. Copy deposition of John L. Prince. Fees, 2.50.

914 *Exhibit No.* 1.

This indenture, made this twelfth day of July, in the year of our Lord one thousand eight hundred and fifty-one, between Norman W. Kittson, of Pembina, in the county of Pembina and Territory of Minnesota, of the first part, and Charles W. Borup, of Saint Paul, in Ramsey county, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of three thousand five hundred dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold, conveyed and confirmed, and by these presents does give, grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described piece or parcel of land, situate, lying and being in the county of Ramsey, in the said Territory of Minnesota, and known and designated as follows, viz.;

The N. ½ S. W. quarter section 32, T. 29 N., Range 22 W., reserving 17½ acres sold to S. Bilinski by deed bearing date the
915 30th day of July, A. D. 1849, recorded in book A of deeds, transfer from St. Croix records, in pages 238 & 239, and lots Nos. 3 & 4, in section 32, T. 29 N., Range 22 W., ——— meridian, reserving from said lot No. 4 five acres sold to Whitney by deed bearing date the 7th day of July, A. D. 1849, and recorded in book A of deeds, Ramsey county records, on pages 106 & 107 of Ramsey county records, containing in all $123\frac{75}{100}$ acres, be the same more or less; to have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part either in law or equity in and to the above-described premises, to the only proper use, benefit, and behoof the said party of the second part, his heirs and assigns forever.

And the said party of the first part, for himself, his heirs, executors, and administrators, do covenant and agree to and with the said party of the second part, his heirs and assigns, that he is well seized
916 in fee of the aforesaid premises, and has good right to sell and convey the same in manner and form as above written, and that the same are free of all incumbrances whatever, and that the aforesaid premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every

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JOHN S. PRINCE.

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914 *Exhibit No.* 1.

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The N. ½ S. W. quarter section 32, T. 29 N., Range 22 W., reserving 17½ acres sold to S. Bilinski by deed bearing date the
915 30th day of July, A. D. 1849, recorded in book A of deeds, transfer from St. Croix records, in pages 238 & 239, and lots Nos. 3 & 4, in section 32, T. 29 N., Range 22 W., ——— meridian, reserving from said lot No. 4 five acres sold to Whitney by deed bearing date the 7th day of July, A. D. 1849, and recorded in book A of deeds, Ramsey county records, on pages 106 & 107 of Ramsey county records, containing in all $123\frac{75}{100}$ acres, be the same more or less; to have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part either in law or equity in and to the above-described premises, to the only proper use, benefit, and behoof the said party of the second part, his heirs and assigns forever.

And the said party of the first part, for himself, his heirs, executors, and administrators, do covenant and agree to and with the said party of the second part, his heirs and assigns, that he is well seized
916 in fee of the aforesaid premises, and has good right to sell and convey the same in manner and form as above written, and that the same are free of all incumbrances whatever, and that the aforesaid premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every

person lawfully claiming or to claim the whole or any part thereof, he will forever warrant and defend.

In testimony whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

(*Note.*—The words and figures "T. 29 N., Range 22 W., interlined before signing and sealing.)

NORMAN W. KITTSON. [L. S.]

Sealed and delivered in presence of—
FREDERICK B. SIBLEY.
CHAS. H. OAKES.

917 TERRITORY OF MINNESOTA, } ss:
County of Dakota, }

Be it known that on the twelfth day of July, A. D. 1851, before the undersigned personally appeared Norman W. Kittson, the grantor to the foregoing and within deed from him as such grantor to Chas. W. Borup, to me personally known to be the identical person described in, and who executed the said deed freely and voluntarily for the uses and purposes therein expressed.

B. H. RANDALL,
Notary Public, Minnesota Territory.

918 (Indorsed:) N. W. Kittson; deed to Charles W. Borup, *Kittson's Add'n to St. Paul.* Office of Register of Deeds. Ramsey county, M. T.—I do hereby certify that the within deed was filed in this office on the 14th day of July, A. D. 1851, at 8 o'clock a. m., and was duly recorded in Book B of Deeds, on page 512; D. Day, Reg. of Deeds; B. W. Brunson, Deputy.

919 *Exhibit No. 2.*

This indenture, made the twenty-first day of June, in the year of our Lord one thousand eight hundred and fifty-five, between William Henry Forbes and Forbes, his wife, of the county of Ramsey and Territory of Minnesota, of the first part, and Charles W. Borup of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of fourteen hundred dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold, conveyed, and confirmed, and by these presents do give, grant, bargain, sell, convey, and confirm unto the said party of the second part, heirs and assigns forever, all the following described piece or parcel of land situate, lying, and being in the county of Ramsey and Territory aforesaid, and known and designated as follows:

Lot one (1), in block thirty-one (31); lot one (1), in block thirty-three (33); lot five (5), in block forty-six (46); lot six (6), in block thirty-five (35); and lot eight (8), in block thirty-
920 seven (37), in Kittson's addition to the town of Saint Paul,

according to the recorded plat in the recording office in the aforesaid county.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, and claim whatsoever of the said parties of the first part, either in law or equity, in and to the above described premises, to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns forever. And the said Wm. Henry Forbes and Forbes, his wife, parties of the first part, for themselves and their heirs, executors, and administrators, do covenant and agree to and with the said party of the second part, his heirs and assigns, that they are well seized in fee of the aforesaid premises, and have a good right to sell and convey the same in manner and form as above written, and that the same are free from all incumbrances whatever, and that
921 the aforesaid premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person lawfully claiming or to claim the whole or any part thereof, they will forever warrant and defend.

In testimony whereof, the said parties of the first part have hereunto set their hand and seal the day and year first above written.

WILLIAM HENRY FORBES. [SEAL.]
AMANDA FORBES. [SEAL.]

Sealed and delivered in presence of—
N. J. T. DANA.
J. B. LIVINGSTON.

TERRITORY OF MINNESOTA, } ss:
County of Ramsey, }

Be it known that on the twenty-second day of June, A. D. 1855, before the undersigned, personally came W. H. Forbes and Amanda B., his wife, the grantors to the foregoing and within deed
922 from them, as such grantors, to Charles W. Borup, to me personally known to be the identical persons described in and who executed the said deed, and they acknowledged that they executed the said deed freely and voluntarily for the uses and purposes therein expressed.

And the said Amanda B. Forbes, in a private examination by me, separate and apart from her said husband, acknowledged that she executed the said deed freely and voluntarily, without any fear or compulsion from any one.

THEODORE BORUP,
Notary Public.

923 (Indorsed:) Warrantee deed; William H. Forbes and wife to Charles W. Borup. Office of Register of Deeds, Territory of Minnesota, county of Ramsey.—I certify that the within deed was filed in this office for record on the twenty-third day of June, A. D.

1855, at 3 o'clock p. m., and was duly recorded in Book "L" of deeds, pages 282 & 283; L's M. Olivier, Reg. of Deeds.

924 *Exhibit No. 3.*

Know all men by these presents: That Charles W. Borup and Elizabeth Borup, his wife, of Saint Paul, in the county of Ramsey and Territory of Minnesota, in consideration of one dollar to them in hand paid by Pierre Chouteau, Jr., & Company, of Saint Louis, in the county of Saint Louis and State of Missouri, the receipt whereof is hereby acknowledged, have bargained, sold, and quitclaimed, and by these presents do bargain, sell, and quitclaim, unto the said Pierre Chouteau, Jun., and Company, and unto their heirs and assigns forever, all their right, title, interest, claim, and demand in and to the following described pieces or parcels of land, situate and being in the county of Benton and Territory of Minnesota, described as follows, viz.: As the north undivided one-half of lot No. three (3), in section No. fifteen (15), in township thirty-six (36), north of range No. thirty-one (31) west, containing twenty-nine acres, more or less; the division line to run directly east from the Mississippi River, being the same piece of land conveyed by Louis Roberts and Mary Rose, his wife, to Chas. W. Borup, by deed dated the 6th Oct'r, 1852,
925 and recorded in the office of the register of deeds in and for Benton county, deed book A, page 30–1. Also all that piece or parcel of land known as the east half of the northwest quarter, the northwest quarter of the northwest quarter, and lots numbered one and two of section fifteen, in township thirty-six of range thirty-one, in the district of lands subject to sale at Stillwater, Minnesota Territory, containing two hundred and twenty-eight acres and seven-hundredths of an acre; to have and to hold the above quitclaimed premises, with all the privileges and appurtenances thereto belonging, to the said Pierre Chouteau, Jr., and Company, and to their heirs and assigns forever, so that neither the said Chas. W. Borup nor Elizabeth Borup, their heirs and assigns, or any person claiming by, from, or under them, shall have any right, title, interest or demand in or to the aforesaid premises.

In witness whereof we have hereunto set our hands and seals the fifth day of September, A. D. 1855.

CHAS. W. BORUP. [SEAL.]
ELIZABETH BORUP. [SEAL.]

Signed, sealed, and delivered in the presence of—
J. VAN ETTEN.
J. B. LIVINGSTON.

926 TERRITORY OF MINNESOTA, } *ss:*
County of Ramsey, }

Be it remembered that on this sixth day of September, A. D. 1855, personally appeared before me, the undersigned, Chas. W. Borup

and Elizabeth Borup, his wife, well known to me to be the signers and sealers of the within written instrument, and acknowledged the same to be their free act and deed for the uses and purposes therein expressed; and the same Elizabeth, on an examination separate and apart from her said husband, acknowledged to me that she executed said deed freely of her own accord, and without fear or compulsion from any one.

THEODOR BORUP,
Notary Public.

927 (Indorsed:) Quitclaim deed; Chas. W. Borup & wife to Pierre Chouteau, Jun., & Company for land in Benton co. Office register of deeds, county of Benton, Minn. Ter'y.—I hereby certify that the within deed was filed in this office for record on the twelfth day of October, 1855, at 10 o'clock A. M., and was duly recorded in Book "B" of deeds, pages 48 and 49; Taylor Dudley, reg. of deeds of said county.

928 *Exhibit No.* 4.

Indenture made the fifth day of April, in the year of our Lord one thousand eight hundred and fifty-eight, between Uriel A. Murdock, of the city of New York, and John H. Thompson, of the city of Brooklyn, assignees of Pierre Chouteau, Jr., parties of the first part, and Pierre Chouteau, Junior, of St. Louis, in the State of Missouri, of the second part.

Whereas the said party of the second part heretofore conveyed to said parties of the first part, by the deed hereinafter more particularly described, certain real and personal property in trust for certain purposes:

And whereas the objects of said conveyance have been accomplished—

Now this indenture witnesseth: That the said parties of the first part, as assignees, as trustees as aforesaid, for and in consideration of the premises and of the sum of one dollar, lawful money of the United States of America, to them in hand paid by the said party of the second part, at or before the ensealing & delivery of these presents, the receipt whereof is hereby acknowledged, have remised, released, and quitclaimed, and by these presents do remise, release, & quitclaim unto the said party of the second second part, and
929 to his heirs and assigns forever, all the estate, real and personal property, effects, claims, & demands, which were conveyed to the said parties hereto of the first part by the said party hereto of the second part, by deed dated the thirtieth day of September, in the year of our Lord one thousand eight hundred and fifty-seven, and which was recorded in the office of the register of deeds of Ramsey county, Minnesota Territory, in book "L" of mortgages, pages 445, 446, and 447, on the tenth day of October, 1857, and was also recorded in the office of the register of deeds of Benton Co.,

Minnesota Territory, in book "B" of mortgages, pages 121, 122, and 123, on the fifth day of November, 1857, and was also recorded in the office of the register of deeds of Hennepin Co., Minnesota Territory, in book "H" of mortgages, pages 40, 41, and 42, on the seventeenth day of November, 1857.

Together with all and singular the tenements, hereditaments, & appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also all the estate, right, title, and interest, property, possession, claim, and demand whatever, as well in law as in equity, of the said parties of the first part, as assignees,
930 trustees, or otherwise howsoever, of, in, or with above described premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular, the above-mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

In witness whereof, the said parties of the first part have hereunto set their hands & seals the day and year first above written.

U. A. MURDOCK. [SEAL.]
JOHN H. THOMPSON. [SEAL.]

Sealed and delivered in the presence of—
JOHN H. MASON.
EDWIN F. COREY, Jun'r.

UNITED STATES OF AMERICA, } ss:
State of New York, }

By this public instrument be it known to all whom the same doth or may in anywise concern, that I, Edwin F. Corey, Jun'r, a
931 notary public in & for the State of New York, by letters-patent under the great seal of State, duly commissioned & sworn, dwelling in the city of New York, do hereby certify that on the day of the date hereof, before me, personally appeared Uriel A. Murdock and John H. Thompson, personally known to me to be the same persons described in and who executed the annexed instrument of writing, and acknowledged that they had voluntarily and freely executed the same for the uses and purposes therein stated. And I further certify that I know the said Uriel A. Murdock & John H. Thompson to be the assignees of Pierre Chouteau, Jun'r.

In testimony whereof, I have subscribed my name and caused my official notarial seal to be hereunto affixed, the sixth day of April, in the year of our Lord one thousand eight hundred and fifty-eight, in the 82d year of the independence of the United State of America.

[SEAL.] EDWIN F. COREY, JUN'R,
Notary Public, State of New York.

932 STATE OF NEW YORK, } ss:
City and Co. of New York, }

I, Richard B. Connolly, clerk of the city & county of New York, and also clerk of the Supreme Court for the said city and county, do hereby certify that E. Francis Corey, Jun., whose name is subscribed to the certificate of the proof on acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof or acknowledgment, a notary public in and for the State of New York, dwelling in the said city, commissioned and sworn. And further, that I am well acquainted with the handwriting of such notary public, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court and county, the 10th day of May, 185 .

[SEAL.] RICHARD B. CONNOLLY,
Clerk.

933 CITY AND COUNTY OF } ss:
NEW YORK, }

On the sixth day of April, 1858, before me came Uriel A. Murdock and John H. Thompson, to me personally known to be the same persons described in and who executed the within instrument, and severally acknowledged that they executed the same. And I further certify that I know the said Uriel A. Murdock and John H. Thompson to be the assignees of Pierre Chouteau, Jun.

E. FRANCIS COREY, JUN.,
Com. of Deeds.

STATE OF NEW YORK, } ss:
City and County of N. Y., }

I, Richard B. Connolly, clerk of the county and city of New York, and also clerk of the Supreme Court for said city and county, being a court of record, do hereby certify that E. Francis Corey, Jun., whose name is subscribed to the certificate of the proof or
934 acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a commissioner of deeds for said city and county, dwelling in said city, commissioned and sworn and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further certify that said instrument is executed and acknowledged according to the laws of this State, as appears by said certificate.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court and county, the 16th, day of June, 185 .

RICHARD B. CONNOLLY,
Clerk.

935 (Indorsed:) Uriel A. Murdock and John H. Thompson, assignees, &c., to Pierre Chouteau, Jr.; deed; dated April 5th, 1858, (over); Bowdoin, Larocque & Barlow, 65 Merchant's Exchange. Register of deeds office, Ramsey Co., Minn. Ty.—I hereby certify that within satisfaction has been filed in this office for record, on the 14th day of April, A. D. 1858, at 2½ o'c. P. M., and was duly recorded in book "*A*" of satisfactions, pages 6 & 7; Edward Heenan, reg. of deeds. Office register of deeds, Hennepin Co., Minn.—I certify that the within instrument was filed in this office for record May 18, 1858, at 11½, A. M., and was duly recorded in book "*B*" of bonds pages 450, 451; C. G. Ames, register.

936 *Exhibit No. 5.*

This indenture, made this 14th day of June, in the year of our Lord 1852, between Eliza Kittson, in the county of Pembina and Territory of Minnesota, of the first part, and Chas. W. Borup, of the said Territory, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of one dollar, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold, conveyed and confirmed, and by these presents does give, grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, all the following described pieces or parcels of land, situate, lying, and being in the county of Ramsey, and known and designated as follows, viz: The north half (½) of the southwest quarter (¼) of section 32, in town twenty-nine (29) north of range twenty-two (22) west, reserving seventeen and one-half (17½) acres sold to Stanislaus Bilinski by deed bearing date July 30, 1849, and recorded in book "A" of deeds, transferred from St. Croix Co. records, pages 238, 239; also lots number three (3) and four (4) in section thirty-
937 two (32), in town twenty-nine (29), north of range twenty-two (22) west, fourth principal meridian, reserving from said lot No. four (4) five acres sold to Whitney and Smith by deed dated 7th July, A. D. 1849, and recorded in book "A" of deeds of Ramsey Co. records, on pages 106, 107, and in all containing one hundred and twenty-three and seventy-five hundredths acres (123 $\frac{75}{100}$), be it more or less.

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, and claim whatsoever of the said party of the first part, either in law or equity, in and to the above described premises, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

And the said party of the first part, for himself and heirs, executors & administrators, does covenant and agree to and with the said party of the second part, his heirs and assigns, that she is well seized in fee

of the aforesaid premises, and has good right to sell and con-
938 vey the same in manner and form as above written, and that the same are free from all incumbrances whatever; and that the aforesaid premises in the quiet and peaceable possession of the said party of the second part, his heirs & assigns, against every person lawfully claiming or to claim the whole or any part thereof, they will forever warrant and defend.

In testimony whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

ELISE KITTSON. [SEAL.]

Sealed & delivered in presence of—
GEORGE PENHAM.
CHAS. CAVALIER.

TERRITORY OF MINNESOTA, } *ss.*
County of Pembina, }

Be it known that on the fourteenth day of June, A. D. 1852, before the undersigned, personally came Elise Kittson, (wife of Norman W. Kittson,) the grantor to the foregoing and within
939 deeds from her as such grantor to Chas. W. Borup, to me personally known to be the identical person described in and who executed the said deed; and the said Elise Kittson does acknowledge that she executed the said deed freely and voluntarily for the uses and purposes therein expressed.

JOS. ROULETT, [SEAL.]
Notary Public.

940 (Indorsed:) Elise Kittson to Charles W. Borup. Office of Reg. of Deeds, Ramsey county, Minn. Territory.—I hereby certify that the within deed was filed in this office on the 2d day of August, A. D. 1852, at 2 o'c. P. M., and was duly recorded in Book "D" of deeds, on page 303; M. S. Wilkinson, Register, by C. W. Babcock, Deputy.

941 *Exhibit No.* 6.

This indenture, made this ninth day of March, in the year of our Lord 1852, between Norman W. Kittson, of the county of Pembina and Territory of Minnesota, of the first part, and Chas. W. Borup of the second part, witnesseth; That the said party of the first part, for and in consideration of the sum of three thousand five hundred dollars in hand paid by the said party of the second part, the receipt whereby is hereby acknowledged, has given, granted, bargained, sold, conveyed, and confirmed, and by these presents does give, grant, bargain, sell, convey, and confirm unto the said party of the second part, his heirs and assigns forever, all the following-described pieces or parcels of land, situate, lying, and being in the county of Ramsey and Territory of Minnesota, and known and designated as follows,

viz.: The north half ($\frac{1}{2}$) of the northwest quarter ($\frac{1}{4}$) of section thirty-two (32), town twenty-nine (29) north of range twenty-two (22) west, reserving seventeen and one-half ($17\frac{1}{2}$) acres sold to Stanislaus Bilinski, by deed bearing date the thirtieth day of July, A.
942 D. 1849, recorded in Book "A" of deeds, transferred from the St. Croix records, on pages 238 and 239, and also conveying unto the said Chas. W. Borup lots No. three (3) and No. four (4) in section thirty-two (32), town twenty-nine (29) north of range twenty-two (22) west of the fourth (4th) principal meridian, reserving from said lot No. four (4) five acres sold to one Whitney by deed bearing date the 7th day of July, A. D. 1849, and recorded in Book "A" of deeds, on pages 106, 107, of Ramsey county records, containing in all one hundred and twenty-three and seventy-five hundredths ($123\frac{75}{100}$) acres be the same, more or less. To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, and claim whatsoever of the said party of the first part, either in law or equity, in and to the above-described premises to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns forever. And the said
943 Norman W. Kittson, party of the first part, for his heirs, executors, administrators, does covenant and agree to and with the said party of the second part, his heirs and assigns, that he is well seized in fee of the aforesaid premises, and has good right to sell and convey the same in manner and form as above written, and that the same are free from all incumbrances whatever; and that the aforesaid premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person lawfully claiming or to claim the whole or any part thereof, he will forever warrant and defend.

In testimony whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

NORMAN W. KITTSON. [SEAL.]

Sealed and delivered in the presence of—

L. A. BABCOCK.
C. N. BABCOCK.

944 TERRITORY OF MINNESOTA, } *ss:*
County of Ramsey, }

Be it known that on the ninth day of March, A. D. 1852, before the undersigned personally came Norman W. Kittson, the grantor to the foregoing and within deed, from him as such grantor to Chas. W. Borup, to me personally known to be the identical person described in and who executed the said deed, and he acknowledged that he executed the said deed freely and voluntarily for the uses and purposes therein expressed.

C. N. BABCOCK,
Notary Public.

945 (Indorsed:) No. 6; Warranty deed; Norman W. Kittson to Charles W. Borup. Office of Reg. of Deeds, Ramsey Co., Minn. Tery.—I hereby certify that the within deed was filed in office on the 9th day of March, A. D. 1852, at 10 o'c. A. M., and was duly recorded in Book "C" of deeds, page 390; M. Wilkinson, Register; C. N. Babcock, Deputy. Office of Register of Deeds, Ramsey Co., Minn. Ty.—I hereby certify that the within deed was filed for record on the 14th day of June, A. D. 1854, at 9½ A. M., and was duly recorded in Book "H" of deeds, on pages 408, 409; L. S. M. Oliver, Reg. of Deeds; page 390.

946 *Exhibit No. 7.*

This deed, made and entered into this eleventh day of January, eighteen hundred and fifty-three, by and between Alexander Wilkin of Ramsey Co., Minnesota Territory, party of the first part, and Chas. W. Borup of same place, party of the second part, witnesseth: That the said party of the first part, in consideration of one hundred and fifty dollars to him paid by the said party of the second part, the receipt whereof is hereby acknowledged, doth by these presents remise, release, and forever quitclaim unto the said party of the second part all those certain pieces or parcels of land situate in the county and Territory aforesaid and described as follows, viz: Lots No. five (5) and six (6) in block No. twenty-eight (28), in Kittson's addition to St. Paul, as will appear by the recorded plat thereof. To have and to hold the same, together with all the rights, immunities, privileges, and appurtenances to the same belonging unto the said party of the second part, and to his heirs and assigns forever. In witness whereof, the said party of the first part hath hereunto set his hand and seal the day and year first above written.

ALEXANDER WILKIN. [SEAL.]

(Word "in" erased before execution; also word "eleventh" erased, and "eighteenth" interlined before execution.)

Executed in presence of—
947 THEODORE BORUP.
JOHN DONNELLY, JR.

TERRITORY OF MINNESOTA, } *ss:*
COUNTY OF RAMSEY, }

Be it known that on this eighteenth day of January, A. D. 1853, before the undersigned personally came Alex. Wilkin, whose signature appears to the above deed and who is personally known to me, and he acknowledges that he signed the same freely and voluntarily for the uses and purposes therein expressed.

J. VAN ETTEN,
Notary Public.

948 (Endorsed:) Alexander Wilkin to Chas. W. Borup. Quitclaim. Office of Reg. of Deeds, Ramsey Co., Minn. Ter.—I hereby certify that the within deed was filed in this office on the 21st day of January, A. D. 1853, at 9 o'clock A. M., and was duly recorded in Book "E" of deeds, on page 182; M. S. Wilkinson, Reg. of Deeds; H. P. Sweet, Deputy.

949 *Exhibit No.* 8.

This deed, made and entered into this eighteenth day of July, eighteen hundred and fifty-one, by and between Pierre Crevier and Sophie Crevier, his wife, of the county of Ramsey and Territory of Minnesota, parties of the first part, and Chas. W. Borup, of the county of Ramsey, in said Territory, party of the second part, witnesseth: That the said parties of the first part, in consideration of five hundred dollars to them paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents remise, release, and forever quitclaim unto the said party of the second part, his heirs and assigns, the following described piece or parcel of land situate, lying and being in the county of Ramsey and Territory of Minnesota, to wit: The north half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$), and lots numbered three and four (3, 4) of section No. thirty-two (32), in town No. twenty-nine (29) north of range No. twenty-two (22) west, containing, according to Government survey, one hundred and forty-eight $\frac{25}{100}$ acres, being the same prem-
950 ises on which the said parties of the first part now reside.

To have and to hold the same, together with all the rights, immunities, privileges, and appurtenances to the same belonging, unto the said party of the second part, his heirs and assigns forever.

In witness whereof the said parties of the first part have hereunto set their hands & seals the day and year first above written.

PIERRE CREVIER. [SEAL.]

SOPHIE her + mark. CREVIER. [SEAL.]

Executed in presence of—
H. F. MASTERSON.
WM. HOLLINSHEAD.

951 TERRITORY OF MINNESOTA, } *ss:*
County of Ramsey, }

Be it remembered that on this eighteenth day of July, A. D. eighteen hundred and fifty-one, before me the undersigned came Pierre Crevier and Sophie Crevier, his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as grantors & parties thereto, and they acknowledge the same to be their act and deed for the purposes therein mentioned from them to Charles W. Borup.

HENRY F. MASTERSON,
Notary Public, Ramsey Co., Minn. T'y.

952 (Indorsed:) Quitclaim deed; Pierre Crevier & Sophie Crevier to Chas. W. Borup. Office of reg. of deeds, Ramsey Co., Minn. T'y.—I do hereby certify that the within deed was filed in this office for record on the 22d day of July, A. D. 1851, and was duly recorded in Book "B" of deeds, on page 541; D. Day, Reg. of Deeds, by B. W. Brunson, Dpty.

953 *Exhibit No. 9.*

This indenture, made and entered into this twentieth day of August, A. D. 1851, by and between Chas. W. Borup, of the county of Ramsey and Territory of Minnesota, of the first part, and William Henry Forbes, of the same place, of the second part, witnesseth: That whereas the said party of the first part, by deed bearing date the twelfth day of July, A. D. 1851, purchased of Norman W. Kittson, of Pembina, in the Territory of Minnesota, a tract of land embracing about one hundred and fifty acres, adjoining the town of St. Paul, in said Territory, and was known as "Kittson's addition to St. Paul," for the sum of three thousand dollars consideration money, of which sum the said parties hereto have contributed as follows, viz., the said party of the first part *five-sixths* and the said party of the second part *one-sixth;* and it is covenanted by and between the parties hereto that the said Borup, party of the first part, shall hold and dispose of the land aforesaid, and the lots laid out or to be created out of the same, or such portions as can be sold, for the period of three years from the date hereof, for the benefit of the said parties hereto, their heirs and assigns. And it is further covenanted and agreed by and between the parties hereto that the said Chas. W. Borup, party of the first part, shall and may build upon said premises a commodious hotel, also a landing or
954 levee on the Mississippi River adjoining said premises, with a good carriage road leading from said lands to or near said hotel, the expense of said hotel, landing, and road to be borne by the parties hereto, in proportion to the interest they or their heirs or assigns may have in said premises, to wit: the said party of the first part shall bear and pay five-sixths part of the whole expense, and the said party of the second part shall bear and pay one-sixth part of the expense thereof: Provided, that it is well understood and agreed by and between the parties hereto that the said party of the first part shall pay and advance all the capital necessary for said improvements (except the lots or lands necessary for said improvements), and wait for a reimbursement of the same until the proceeds of the sale or rents of said property shall pay him for the same; and it is further mutually understood and agreed by and between the parties hereto that the said party of the first part shall allow and pay to the said party of the second part the one-sixth part of all the monies already paid or secured to be paid; also one-sixth part of all monies to be paid or secured to be paid per said property, at any and all times when called upon for that purpose, which shall not be necessarily re-

quired for the improvements above specified, and at the end
955 of said three years to account with the said party of the second part, or his legal representatives, and pay unto the said party of the second part, all sums of money due and coming to him as the proceeds unpaid upon the account of such sales and rents, and will convey unto the said party of the second part, or his legal representatives, by good and sufficient deeds signed by himself and wife, so as to relinquish her right of dower, the one-sixth part in value of all the lots and lands remaining unsold after the same have been divided by lot, as follows: A valuation shall be put upon each of said lots separately, and each of the parties hereto shall draw, in proportion to his controllable interest in said premises, to wit: the said party of the first part shall draw five-sixths part in value, and the said party of the second part shall draw one-sixth part in value of the property undisposed of, except the lots upon which the hotel shall be built, one-sixth interest in which is to be conveyed to the said party of the second part specifically. If, however, the parties hereto cannot agree upon the valuation of such remaining lots and property, the said Borup, party of the first part, is to choose one of the arbitrators, and the said party of the second part is to choose one, to whom the valuation is to be submitted, and who, in case of disagreement, are to choose a third person. In either case the
956 valuation made by said arbitrators is to be binding upon the parties hereto, and the lots so drawn or assigned to the said party of the second part are to be deeded to him, the said party of the second part, by the said Borup and wife.

And the said party of the second part doth hereby covenant and agree that the said party of the first part (C. W. Borup) shall manage and control the lands and town lots, the building of the hotel, landing, and road aforesaid, during the term aforesaid, upon the terms aforesaid, and will allow the said party of the first part to deduct from the proportion of the said party of the second part of all lots sold or to be sold one-sixth part of all the expenses necessarily incurred in and about the management, improvement of said lands and town lots; and it is further mutually understood and agreed between the said parties that the covenants and stipulations contained in this agreement shall bind the heirs, executors, and assigns of each of the above-named parties.

In witness whereof the parties have hereto signed and sealed this agreement on the day and year first above written.

CHAS. W. BORUP. [s.]
ELISABETH BORUP. [s.]
WILLIAM H. FORBES. [s.]

Executed in presence of—
BENJ. W. BRUNSON.
GEORGE A. OAKES.

957 TERRITORY OF MINNESOTA, } ss:
County of Ramsey, }

ST. PAUL, *Aug't* 20, 1851.

There personally appeared before me Charles W. Borup, Elisabeth Borup, and William Henry Forbes, to me personally known to be the identical persons described in and who executed the above agreement, and they severally acknowledged that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

BENJAMIN W. BRUNSON,
Notary Public.

Articles of agreement made and entered into this twentieth day of August, in the year of our Lord one thousand eight hundred and fifty-one, by and between William Henry Forbes, of St. Paul, in the county of Ramsey and Territory of Minnesota, of the first part, and Alexander Wilkin, of the same place, of the second part, witnesseth: That whereas the said Alexander Wilkin has this day paid to the said party of the first part the sum of eight $\frac{31}{100}$ hundred dollars for the one equal undivided half of the interest to which the said party of the first part is or shall be entitled under and by virtue of the above agreement made this day between Chas W. Borup, of the first part, and William Henry Forbes, of the
958 second part, this agreement witnesseth: That said party of the first part hereto (William Henry Forbes) doth covenant and agree for himself and his legal representatives that said party of the second part (the said Alexander Wilkin) shall be entitled to & receive one-half of all the benefit and interest accruing to the said party of the first part hereto, under and by virtue of the said agreement with the said Chas. W. Borup, and will pay over to him and does authorize him to receive from said Borup one-half of all the proceeds of lots sold or to be sold in and out of the tract of land purchased of said Kittson; that is to say, one-twelfth ($\frac{1}{12}$) of the whole which shall be due & coming to him, the said Forbes, by the terms of said agreement with said Borup, and will convey to said Wilkin or his legal representatives, by good and sufficient deed, signed by himself (the said Forbes) and wife, and duly acknowledged, one-half of the lots or land to be conveyed by said Borup to him, the said Forbes, to be divided by lot upon the terms specified in the agreement with said Borup, except the lots upon which the hotel shall be built, one-twelfth interest in which lots and hotel is to be conveyed to
959 said party of the second part specifically.

And said party of the second part agrees to allow to said party of the first part one-half of the expenses to be incurred by him upon account of the agreement with said Borup. And it is mutually covenanted and agreed that the covenants and stipulations herein contained shall bind the heirs, executors, administrators, and legal representatives of the said parties hereto respectively.

In witness whereof the parties hereto have signed and sealed this agreement on the day and year first above written.

WILLIAM H. FORBES. [SEAL.]
AGNES M. FORBES. [SEAL.]
ALEX'R WILKIN. [SEAL.]

Executed in presence of—
BENJ'N W. BRUNSON.
HENRY W. TRACY.

TERRITORY OF MINNESOTA, } ss:
County of Ramsey, }

SAINT PAUL, *Aug't 30th*, A. D. 1851.

There personally appeared before the undersigned William
960 Henry Forbes and Agnes M. Forbes, his wife, and Alexander Wilkin, to me personally known to be the identical persons described in & who executed the above agreement, and they severally acknowledged that they executed the same freely and voluntarily for the uses & purposes therein expressed.

BENJ'N W. BRUNSON, *Notary Public.*

961 (Indorsed:) Chas. W. Borup and Wm. H. Forbes, William H. Forbes and Alexander Wilkin; agreements. Office of reg. of deeds, Ramsey Co., Minn. T'y.—I do hereby certify that the within articles of agreement between C. W. Borup and Wm. H. Forbes, and Wm. H. Forbes and Alex'r Wilkin, were filed for record in this office on the 30th day of Aug't, A. D. 1851, at 9 o'c. A. M., and were duly recorded in Book "A" of bonds, on pages 127, 128, 129, 130, and 131; D. Day, reg. of deeds, by B. W. Brunson, deputy.

962 *Exhibit No.* 10.

Know all men by these presents: That Chas. W. Borup and Elizabeth Borup, his wife, of St. Paul, in the county of Ramsey and Territory of Minnesota, in consideration of one dollar to them in hand paid by Pierre Chouteau, Jun., and Company, of St. Louis, in the State of Missouri, the receipt whereof is hereby acknowledged, have bargained, sold, and quitclaimed, and by these presents do bargain, sell, and quitclaim, unto the said Pierre Chouteau, Jr., and Company, their heirs and assigns forever, all their right, title, interest, claim and demand in and to the following described pieces and parcels of land, situate and being in the county of Benton and Territory of Minnesota, described as follows, viz.: Lots No. six (6), four (4), seven (7), eight (8), nine (9), and ten (10) in block No. twelve (12); and lots No. two (2), four (4), five (5), and nine (9) in block No. thirteen (13); and lots No. two (2), five (5), six (6), eight (8), fourteen (14), and sixteen (16) in block No. fourteen (14); and lot No. two (2) in block No. fifteen (15); and lots No. three (3), four (4) and five (5) in block No. sixteen (16); and lots No. three (3) and nine (9) in block twenty-

three (23); and lots No. three (3), six (6), seven (7), and ten
963 (10) in block No. 26; and lot three (3) in block No. twenty-seven (27); and lots No. nine (9), ten (10), and eleven (11) in block No. twenty-eight (28); and lots No. two (2), four (4), and twelve (12) in block No. fifty-seven (57); and lots No. two (2), three (3), and eleven (11) in block No. fifty-eight (58); and lot seven (7) in block No. fifty-nine (59); lots three (3) and five (5) in block No. sixty (60); lots No. one (1), two (2), three (3), four (4), five (5) six (6), nine (9), ten (10), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26), thirty-three (33), thirty-four (34), thirty-five (35), thirty-six (36), thirty-seven (37), thirty-eight (38), thirty-nine (39), and forty (40) in block No. sixty-two (62); lots seven (7) and eight (8) in block No. sixty-three (63); lots one (1), two (2), three (3), four (4), five (5), and six (6) in block sixty-four (64); lots one (1), four (4), and five (5) in block seventy-seven (77); and lot two (2) in block seventy-eight (78); lots three (3) and four (4) in block seventy-nine (79); and lots six (6), ten (10), and eleven (11) in block twenty-nine (29); and
964 lots eleven (11) and twelve (12) in block forty-five (45); lots eleven (11), twelve (12), fifteen (15), and sixteen (16) in block No. forty-six (46); lots fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), thirty-five (35), thirty-six (36), thirty-seven (37), thirty-eight (38), thirty-nine (39), and forty (40) in block forty-seven (47); lots twenty-nine (29) and thirty (30) in block forty-eight (48); lots five (5), eleven (11), twelve (12), and thirteen (13) in block forty-nine (49); lots one (1), six (6), eight (8), ten (10), and twelve (12) in block fifty-one (51); lots one (1), two (2), four (4), eleven (11), and twelve (12) in block fifty-three (53); lots two (2), three (3), eight (8), and eleven (11) in block fifty-four (54); lots one (1), two (2), and four (4) in block fifty-six (56), in the town of Sauk Rapids, as specified in the plat of said town on record in the office of the register of deeds for Benton county aforesaid. Also, lots three (3), five (5), six (6), and ten (10) in block one (1); and lots three (3), four (4), seven (7), ten (10), and eleven (11) in block two (2); lots four (4), five (5), six (6), seven (7), and ten (10) in block three (3); and lots three (3) and six (6) in block (4); and lots
965 twelve (12), fifteen (15), and sixteen (16) in block five (5); and lot two (2) in block six (6), in Borup and Oakes's addition to the town of Sauk Rapids, in said county of Benton and Territory of Minnesota, according to the plat of said addition as surveyed by George W. Sweet in the year 1855.

To have and to hold the above quitclaimed premises, with all the privileges and appurtenances thereto belonging to the said Pierre Chouteau, Junior, and Company, their heirs and assigns forever, so that neither the said Chas. W. Borup nor Elizabeth Borup, or their heirs or assigns or any person claiming by, from, or under them, shall have any right title, interest or demand in or to the aforesaid premises.

In witness whereof they have hereunto set their hands and seals this nineteenth day of October, in the year of our Lord one thousand eight thundred and fifty-five.

CHAS. W. BORUP. [L. S.]
E. BORUP. [L. S.]

Signed, sealed, and delivered in the presence of—
PARKER PAINE.
J. VAN ETTEN.

966 TERRITORY OF MINNESOTA, } ss:
County of Ramsey, }

Be it remembered that on the twenty-second day of October, A. D. 1855, personally came before me Charles W. Borup and Elizabeth, his wife, to me well known to be the individuals described in and who executed the within conveyance and acknowledged that they executed the same; and the said Elizabeth, in an examination separate and apart from her said husband, acknowledged that she executed the said conveyance freely and without any fear or compulsion from any one.

[SEAL.] PARKER PAINE,
Notary Public, Minn. Ty.

967 (Indorsed:) C. W. Borup and wife; deed to P. Chouteau, Jr., and Co.; Office of Reg. of Deeds, Co. of Benton, Minn. Ty.—I hereby certify that the within quitclaim deed was received in this office for record on the 26th day of October, A. D. 1855, at 8 o'c. a. m., and was duly recorded in deed book "B," pages 64, 65, and 66; Taylor Dudley, Regr. of Deeds of said county.

968 *Exhibit No.* 11.

Know all men by these presents: That Charles W. Borup and Elizabeth, his wife, of the city of St. Paul, in the co. of Ramsey, and Territory of Minnesota, in consideration of the sum of twenty thousand dollars to them in hand paid by Pierre Chouteau, Jr., & Company, of the city of St. Louis, in the county of St. Louis, and State of Missouri, the receipt of which is hereby acknowledged, have bargained, sold, and quitclaimed, and by these presents do bargain, sell, and quitclaim unto the said Pierre Chouteau, Jr., and Co., and to their heirs and assigns forever, all their right, title, interest, claim, and demand in and to the following described piece or parcel of land, situate, lying, and being in the county of Ramsey, in said Territory of Minnesota, known as the Kittson addition to the city of St. Paul, in said territory, being the north half of the southwest quarter of section thirty-two, and lots three and four of section thirty-two, in township twenty-nine (29), north of range twenty-two (22), west of the fourth principal meridian, containing one hundred and forty-six 25-100th acres of land, more or less; excepting, however, and reserving from said north half of the southwest quarter of said section thirty-

two, seventeen and one-half acres of land heretofore sold to Stanislaus Bilinski, by deed dated the thirtieth day of July, 1849, and also excepting and reserving from lot four of said section
969 thirty-two five acres of land heretofore sold to C. S. Whitney, by deed dated the tenth day of July, 1849, and also excepting and reserving one 64-100 acres of land heretofore sold to Louis Roberts, out of the southwest corner of the southwest quarter of said lot four in said section thirty-two, by deed dated the thirteenth day of March, 1851.

And the said parties of the first part bargain, sell, convey, and quitclaim unto the said parties of the second part, their heirs and assigns, for a like consideration, the following described pieces and parcels of land lying within said Kittson addition to said city of St. Paul, in said county of Ramsey, and described as follows, viz: commencing at a stake in the section or township line between section five of township twenty-eight and section thirty-two of township twenty-nine, north of range twenty-two, west of the fourth principal meridian, nine chains and forty-six links east of the section post at the northwest corner of said section five; thence running east along said section or township line until it intersects the Mississippi River; thence up the left bank of said river to a point at which a line drawn south thirty-four degrees east from the point of commencement would intersect said river; thence north thirty-four degrees west to the place of beginning, containing three acres, more or less, and being lot
970 No. one (1), of section (5), in township twenty-eight north of range twenty-two west, and being that portion of lot No. one east of the original claim line between Louis Roberts and Norman W. Kittson. And also all that other piece and parcel of land in said Kittson addition to St. Paul described as follows, viz: commencing at the quarter section corner between sections thirty-one and thirty-two in township twenty-nine (29), north of range twenty-two west of the fourth principal meridian, and running thence west on quarter section line seventeen chains and forty links to a stake; thence south thirty-four degrees east thirty-one chains and thirty-eight links, until it intersects the section line between sections thirty-one and thirty-two aforesaid; thence north on said section line to the place of beginning, containing twenty-two 73-100ths acres of land, more or less, being in the southeast quarter of section thirty-one, of township twenty-nine, north of range twenty-two west of the fourth principal meridian, which said several lots & parcels of land above conveyed include the whole of said Kittson addition to the city of St. Paul, and all the blocks and lots therein, as the same appears in the plat of said addition on file in the office of the register of deeds in & for the said county of Ramsey. And also all that other piece or parcel of land situate, lying, and being in the said county of Ramsey, and known and designated as follows, viz: In the
971 west half of the northwest quarter of section No. one, in township twenty-eight, north of range twenty-three, west of the fourth principal meridian, commencing at a stake on the east boun-

dary line of said west half of the southwest quarter of section No. one, three chains and sixteen links north from the southeast corner of said 80-acre tract; thence running north along the said east boundary line three chains & sixteen links; thence west three chains and sixteen links; thence south three chains and sixteen links; and thence east three chains and sixteen links to the place of beginning, containing one acre of land, more or less. And also all that tract or parcel of land known as the southeast quarter of section twenty-three, township thirty, range twenty-four west of the fourth principal meridian, containing one hundred and sixty acres of land, more or less, in the county of Ramsey aforesaid. And also all that piece or parcel of land situate in the said county of Ramsey, and known as the north half of the northeast quarter of section ten, in township twenty-eight, north of range twenty-two, west of the fourth principal meridian, containing eighty acres of land, more or less. And also that other piece of land in said county of Ramsey, known as the north half of the southwest quarter and the east half of the northwest quarter of section nine, in township twenty-nine, north
972 of range twenty-three, west of the fourth principal meridian, containing one hundred and sixty acres of land, more or less. Also, all that other piece or parcel of land in the city of St. Paul, known as block No. 2, in Whitney and Smith's to the town of St. Paul, now city of St. Paul, according to the recorded map of said addition, on file in the office of register of deeds in and for the county of Ramsey, excepting & reserving from said conveyances and said hereinbefore described pieces or parcels of land, all parts or portions thereof, and all blocks and lots, or parts of blocks and lots, conveyed by Chas. H. Oakes, or by the party of the first part hereto, by recorded deeds of conveyance to any person or persons wheresoever before the date of this deed, by deed of conveyance or by bonds for deeds recorded. To have and to hold the above quitclaimed premises with all the hereditaments, privileges, appurtenances, and accretions thereto belonging to the said Pierre Chouteau, junior, and Company, and to their heirs and assigns forever, so that neither the said Chas. W. Borup nor Elizabeth Borup, or their heirs or assigns, or any person or persons claiming by, from, or under them, shall have any right, title, interest, or demand in or the aforesaid premises.

In witness whereof we have hereunto set our hands and seals, this fifth day of September, in the year of our Lord one thousand eight hundred and fifty-five.

CHAS. W. BORUP. [L. S.]
973 ELIZABETH BORUP. [L. S.]

Signed, sealed, and delivered in the presence of—
J. W. HAMILTON.
THEODORE BORUP.

TERRITORY OF MINNESOTA, } ss.
County of Ramsey, }

Be it remembered that on this sixth day of September, A. D. 1855, personally appeared before me, the undersigned, Charles W. Borup and Elizabeth Borup, his wife, well known to me to be the signers and sealers of the within written instrument, & acknowledged the same to be their free act and deed for the uses and purposes therein expressed. And the said Elizabeth, in an examination separate and apart from her said husband, acknowledged to me that she executed said deed freely of her own accord, without any fear or compulsion from any one. THEODORE BORUP,
Notary Public, Minn. Ter'y.

974 (Indorsed:) No. 13; Chas. W. Borup and wife to Pierre Chouteau, Jr., and Company; deed in fee by quitclaim. Office Reg. of Deeds, Ramsey Co., M. T.—I hereby certify that the within deed was filed in this office for record on the 6th day of September, A. D. 1855, and was duly recorded in Book "L" of deeds, pages 457 & 458. L. M. Oliver, Reg. of Deeds; 12 o'ck M.

975 *Exhibit No.* 12.

Know all men by these presents: Whereas I, Norman W. Kittson, of the city of St. Paul, Ramsey county, Minnesota, assignee of Alexis Bailly, by virtue of a general assignment for benefit of creditors of said Alexis Bailly, to me executed, dated January eighth, A. D. 1859, filed for record in the office of the register of deeds of said Ramsey county, on the tenth day of January, A. D. 1859, at 10 40-60 o'clock in the forenoon of said day, and duly recorded in Book "A" of assignments, on pages 216 to 220 of the records of said county, having first given due and legal notice of the time, place and terms of sale by publication thereof, did on Saturday, the eighth day of February, eighteen hundred and sixty-two, in pursuance of said notice and by virtue of said assignment, offer and expose for sale at public auction, and to the highest bidder, for cash, at the office of Van Etten and Officer, in the city of St. Paul, in said county, all the estate, right, title and interest which the said Alexis Bailly had or was seized of on the date of making his said assignment, and which was thereby conveyed to said Norman W. Kittson, assignee as aforesaid, of, in or to the following described tracts, lots and parcels of land, situate and being in said county of Ramsey, in said State of Minnesota, viz.: Lots No. one (1) and two (2) in block twenty-four
(24) in Kittson's addition to the town of St. Paul, according
976 to the recorded plat thereof. And whereas, at the time and place aforesaid, Daniel A. Robertson, the sheriff of said Ramsey Co., did offer the said right, title, interest and estate of said Alexis Bailly in and to the said lots at public auction, to the highest bidder, for cash, separately in the order above named, when and where came and appeared Pierre Chouteau, Jr., of St. Louis, Mis-

souri, and offered and bid for and upon each of said lots, and for the right, estate, title and interest aforesaid, in the sum of fifty cents, and he being the highest and best bidder therefor, the same were struck off and sold to him, and he was declared the purchaser thereof at that price and sum.

Now, therefore, I, Norman W. Kittson, assignee aforesaid, in consideration of the premises and of the sum of one dollar paid to me by the said Pierre Chouteau, Jr., the receipt whereof is hereby acknowledged, do hereby grant, bargain and sell, quitclaim and convey unto the said Pierre Chouteau, Jr., and to his heirs and assigns forever, all the estate, right, title and interest which the said Alexis Bailly owned, had or held at the time of making his said assignment and thereby conveyed to me in and to the aforesaid lots and parcels of land, to wit: Lots one and two (1 & 2), block twenty-four (24), Kittson's addition aforesaid, and every part thereof, with the tenements, buildings and hereditaments thereunto belonging. To
977 have and to hold the same unto the said Pierre Chouteau, Jr., and to his heirs and assigns forever, as fully as I may or can convey the same under or by virtue of the said assignment.

Given under my hand and seal this eighth day of February, A. A. D. eighteen hundred and sixty-two.

N. W. KITTSON, [SEAL.]
Assignee of Alexis Bailly.

Signed, sealed and delivered in the presence of—
HARVEY OFFICER.
R. B. GALUSHA.

STATE OF MINNESOTA, } ss:
Ramsey County, }

On this twenty-seventh day of February, A. D. 1862, before the undersigned, personally came and appeared the above named & subscribed Norman W. Kittson, assignee of Alexis Bailly, to me known to be the person who executed the foregoing conveyance, and acknowledged that he signed, sealed and delivered the same as and for his own free act and deed for the uses and purposes therein expressed.

[SEAL] R. B. GALUSHA,
Notary Publis, Minnesota.

978 (Indorsed:) Quitclaim deed; Norman W. Kittson, assignee of Alexis Bailly, to Pierre Chouteau, Junior; office of register of deeds, Ramsey Co., Minn.; I hereby certify that the within quitclaim deed was filed in this office for record on the 27th day of February, A. D. 1862, at 5¼ P. M., and was duly recorded in book "Z" of deeds, on pages 423 & 424; Chas. Passavant, reg. of deeds.

979 *Exhibit No. 13.*

In the name of God, amen! I, Pierre Chouteau, Jr., a native of the county and city of St. Louis, State of Missouri, being advanced in age, but of sound and disposing mind, and knowing the certainty of death, and the uncertainty of time when it may happen, have decided to make & publish my last will and testament, which I now by these presents do, hereby revoking and annulling all or any former will or codicil heretofore at any time made by me.

I declare that I was married on the 15th day of June, A. D. 1813, to Emily Gratiot, also a native of this city, who for nearly half a century was my beloved wife and companion, and who died on the 24th day of August, A. D. 1862, in this city, and is buried in Calvary Cemetery, by whose side it is my wish to be buried after my death.

From my marriage with Emily Gratiot several children were born, three only of whom attained maturity and got married, viz:

Emily, who was married to John F. A. Sanford; Julia, married to Dr. William Moffit; and my son Charles P. Chouteau. Both of my sons-in-law, viz., John F. A. Sanford and Dr. William Moffit, are dead. My daughter Emily, wife of John F. A. Sanford,
980 is also dead, leaving, at the time of her death, a child, now grown and married and named Benjamin C. Sanford.

It is my wish that all my debts be paid as soon after my—

[First page of my will.—Pierre Chouteau, Junior.]

death as can be done consistently with the best interest of my estate, of which my executors hereinafter named shall be the judge.

I have been engaged in the Indian & fur business, I may say, all my life since my earliest manhood, and although it has been my desire and aim for many years, in view of my age, and of the misfortune of total blindness with which for several years I have been afflicted, to wind up and close this branch of business, yet I have still very large interests in the Indian country, and considerable sums of money yet invested in the business. This business is peculiar, and it might be very detrimental to my estate to close it up too suddenly or too speedily. I therefore give to my executors, hereinafter named, full power & authority to close up this business as soon as, in their judgment, it can be done consistently with the best interest of my estate. And I hereby give them full power and authority
981 to sell all my interest in any of the different trading posts owned or occupied by me, or in which I have any interests, that is to say, in the posts themselves or the land occupied by them, as far as I have any interest to the same; the sale to be made by them to be for such price, and on such terms, and either for cash or credit, as they (my said executors) may decide and think proper, trusting in this matter to their discretion. The proceeds of any sale or sales to be a part of my estate and subject to the disposition hereinafter made.

I am a member of the house or firm of Chouteau, Harrison and Valle, which firm is very largely engaged in the iron business—

[Second page of my will.—Pierre Chouteau, Jr.]

in this city, and is the owner of the Rolling Mill in the upper part of this city, and known as the Laclede Rolling Mill. I am interested to the extent of one-third in this house, the other interests being held by James Harrison to the extent of one-third, and by Felix Valle and Julie Valle, who together hold the remaining third.

As it is my wish that my business, which has for so many
982 years been very extensive and multifarious and spread over a very large extent of country, be concentrated and consolidated by my executors as soon as the same can be effected after my death, having always in view the best interests of my estate, I desire that my interest in this house, as well as my interest in this branch of business, be closed out and wound up as soon as the same can be effected, having in view, however, the interests of my associates and partners. For this purpose I hereby give them, my said executors, full power and authority to sell and dispose of all and any portion of my interest in said house of Chouteau, Harrison and Valle, & also in the said Laclede Rolling Mill, and on such time and for such price, either for cash or credit, as they, my said executors, may decide, hereby giving them full power and authority to carry this out by such transfers and conveyances as may be required.

As soon after my death as the same can be done it shall be the duty of my said executors to demand of the surviving partners a balance sheet of its entire business & a full statement and account

[Third page of my will.—Pierre Chouteau, Jr.]

of the money advanced by me for it at different times, so as
983 to make a settlement between my estate and said house, which settlement I desire shall be made as soon as the same can be done, and knowing that the said house is largely in my debt, I hereby authorize my said executors to withdraw from the said house the excess of my advances over my associates. The business of this house being very extensive it may be very difficult as well as very injurious to the joint interests of the parties to suddenly stop and dissolve it. To provide for this contingency I hereby give full power and authority to my said executors to continue its existence as a copartnership after my death, for such time as they may think best, giving to them in this particular full power and discretion. If, however, they should think proper to dissolve the said firm, and to withdraw my name as well as my means from the same, and make a final settlement of the business between it and my estate, they have the power of doing so, giving to them in this particular also full power and discretion. The same persons who compose the firm of Chouteau, Harrison and Valle are the owners of the property known as the Iron Mountain, lying in the southern part of this State,
984 and which property is owned by them very nearly, if not entirely, in the same proportion as their respective interests in the aforesaid firm. The Iron Mountain is, however, included in the incorporation known as the American Iron Mountain Company, and the interest of the different parties is represented by

[Fourth page of my will.--Pierre Chouteau, Jr.]

stock. It is well that my executors should distinguish between the business carried on at the Iron Mountain by the corporation aforesaid and the branch of the iron business carried on by the house of Chouteau, Harrison and Valle, as it might be to the interest of my estate to stop and wind up one branch of the business and to carry on the other. I wish, however, that my executors should require a balance sheet of the entire business of the American Iron Mountain Co., so that they may be enabled to judge whether it will be to the interest of my estate to sell or retain the stock owned by me in the same.

I give to my executors, hereinafter named, full power and authority to sell & dispose of all or any portion of my stock in the said American Iron Mountain Company on such terms and for such price
985 as they may think best, either for cash or credit, as they may decide. I am the owner of a large amount of property in the State of Minnesota, and situated in the city of St. Paul and St. Anthony and their environs, and also in and near the town of Hastings. As it may be to the interest of my estate not to retain this property, as it pays but a poor income, I hereby authorize my executors, hereinafter named, to sell any or all of the said property for such price and sum and on such terms, either cash or credit, as they may think best, and in the event of a sale, I hereby authorize them to execute the proper deeds and conveyances, and to take and receive such security as they may think proper, and the proceeds of

[Fifth page of my will.—Pierre Chouteau, Jr.]

said sale to go into the general fund of my estate.

I have two children living, viz: My beloved daughter Julia, widow of the late Dr. William Moffitt, and my beloved son, Charles P. Chouteau. My beloved daughter, Emily, left one child at the time of her death, viz: Benjamin C. Sanford. As my grandson, Benjamin C. Sanford, is inexperienced in business, and as it is my desire to secure permanently to him and family the property
986 and estate which I herein intend to appropriate for him and them, I have concluded to make the following special disposition of the same, desiring my said grandson to be fully satisfied that the course which I have concluded to take with regard to him is dictated by the sincere love and affection which I entertain for him, and from a sincere desire of doing him and his wife and child or children the utmost good in my power.

I therefore give, bequeath and devise to my son Charles P. Chouteau, to my neighbor Peter A. Berthold, who is also father-in-law of said Benjamin, and to my friend Edward P. Petson and Lewis V. Bogy, the property and money hereinafter described and mentioned, in trust however for the said Benjamin C. Sanford, his wife, child or children, as heirs, specified and limited, viz: A piece of ground lying in the city of St. Louis, containing fifty-seven feet two inches in width, fronting on Front str. and running back to Commercial street ninety feet, with forty-eight feet front on Commercial street,

and being the same property conveyed to me by J. B. Brant and others

[Sixth page of my will.—Pierre Chouteau, Jun.]

987 by deed bearing date the first day of May, A. D. 1839, which deed is recorded in St. Louis county, in book "N" No. 2, page 46, and which lot is bounded on the north by Harrison, on the east by Front street, on the south by Vine street, on the west by Commercial street. Also two other lots with the improvements thereon in block No. twenty-nine of the city of St. Louis, being sixty four feet five inches in front on Second street by one hundred and fifty feet deep, bounded on the north by Charles, on the east by Alley, on the south by Shelton, and on the west by Second street, and being the same property conveyed to me by the sheriff of St. Louis county by deed dated 14th of September, A. D. 1838, and which is recorded in said county of St. Louis, in book "F" No. 2, pages 89 and following. Also another piece of property lying and being in block 128 of said city of Saint Louis, being one hundred and nine feet front (109 feet front) on Olive street by one hundred and five feet in depth, and which piece of property is bounded on the north by Alley, on the east by Sier, on the south by Olive street and on the west by Seventh street, and being part of some property conveyed to me by one Peter Powel and wife by deed dated the 10th of

988 April, A. D. 1837, and which deed is recorded in said county of St. Louis, in book "C" No. 2, pages 331 & following. Also another piece of property lying and being in block sixty of said city of St. Louis, being seventy-five feet more or less in front on Market street by eighty-four feet in depth to

[Seventh page of my will.—Pierre Chouteau, Jr.]

a private alley, bounded on the north by Market street, on the west by public alley and on the east by ground now or formerly belonging to Madame Laviello, and being the same property conveyed to me by D. D. Page and wife by deed dated 24th of April, A. D. 1845, and which deed is recorded in said county of St. Louis, in book "D" No. 3, page 37. And whereas a portion of said property is not improved, and on another portion the improvements are old, and new ones are required, now therefore, to enable said improvements to be made, I hereby further agree, bequeath and devise to the said Charles P. Chouteau, Peter A. Berthold, Edward P. Tetson & Lewis V. Bogy the sum of one hundred thousand dollars, which sum of one hundred thousand dollars I hereby direct and order my executors hereinafter named to pay over to the said trustees for the purpose of making the improvements aforesaid. And whereas I have heretofore placed in the hands of Edward P. Tetson the sum of twenty thousand

989 dollars in trust for the use and benefit of my said grandson, and which sum the said Tetson has, with my consent and approbation, invested in a certain manner and for a given period of time, now, it is my wish and desire that this sum of twenty thousand dollars be also placed under the control of the said Charles P. Chouteau, Peter A. Berthold, Edward P. Tetson, and Lewis V. Bogy, as trus-

tees for said Benjamin, to be kept by them for his use and benefit, and at their discretion to pay it over to them, or to lend the same and pay him the

[Eighth page of my will.—Pierre Chouteau, Jr.]

interest, or indeed any other disposition they may choose to make of it for his use and benefit. I also give, bequeath, and devise to the said trustees, Charles P. Chouteau, Peter A. Berthold, Edward P. Tetson and Lewis V. Bogy, the further sum of twenty-five thousand dollars for the purpose of buying a residence for my said grandson, the title to which shall be taken in their names as trustees for his benefit and that of his wife & children. The property and money herein bequeathed and devised to the said Charles P. Chouteau, Peter A. Berthold, Edward P. Tetson and Lewis V. Bogy is in trust for the following purpose and no other, that is to say, in trust for the use and benefit of my said grandson Benjanin C. Sanford, during his life, and after his death in trust for 990 the use of his widow, child or children in equal portions, the portion held for the widow to continue during her life, and after her death this portion to go to the child or children of said Benjamin C. Sanford.

The trust herein created to continue during the lifetime of my said grandson Benjamin, and if his widow should survive him, also during her life, and after the death of both until their child, and if there be more than one child, until the youngest one shall have attained the age of twenty-one years, when the same shall be delivered and turned over to the said child or children free and entirely discharged from this trust. In the event of the child or children of said Benjamin dying without issue before attaining the age of

[Ninth page of my will.—Pierre Chouteau, Jr.]

twenty-one years, the property and money herein placed in the hands of said trustees shall be turned over, delivered, and conveyed to my two children, viz., Julia Maffitt and Charles P. Chouteau, or their legal representatives, that is to say, one-half to the said Julia and the other half to the said Charles or their legal representatives. To have and to hold the said trusteeship unto the said Charles P. Chouteau, Peter A. Berthold, Edward P. Tetson, and Lewis V. Bogy, and to the survivor and survivors or assigns as 991 hereinafter more fully specified. The trustees aforesaid shall receive and collect all the rents, profits, and income arising from the said trust fund, and I hereby give them full, entire, and absolute control of the said fund for the benefit and advantage of my said grandson, wife, and children, to be managed according to their direction, and to be paid over to the said Benjamin C. Sanford, and after his death to his widow,

The words "*and Lewis V. Bogy*," between the 7th and 8th lines of the 10th page interlined before the signing of this will.

In presence of—

L. Feesy.
Joseph W. Shuts.
James C. Way.
Henry J. Turner.

child, or children. The receipt of the said Benjamin during his life and after his death of his widow for herself, and as the natural guardian for her children, shall in all cases be a sufficient discharge of the said trustees for all money paid by them to the said Benjamin, widow, and children.

The said trustees are hereby authorized to employ all such clerks and agents as they may think necessary to attend to this business, allowing them such salaries and compensation as they may think proper. The said trustees will also be authorized to retain from the funds in their hands for their services such compensation as they may decide to be reasonable, as I do not wish them to devote their time to this business without remuneration. And I hereby

[Tenth page of my will.—Pierre Chouteau, Jr.]

992 relieve them, the said trustees, from all security, and from all liabilities from any loss or depreciation of said fund from any cause whatever, trusting to their probity and honesty for the faithful discharge of the duties which I have hereby devolved on them.

This trust being made to the said Charles P. Chouteau, Peter A. Berthold, Edward P. Tetson, and Lewis V. Bogy and the survivors and survivor, I hereby authorize the last survivor to appoint one or more persons to act in his place and stead whenever he may deem it proper to do so, or to act with him jointly in this trust, and in the event of all the trustees dying without any person being appointed to act as trustee or trustees after their death, I hereby authorize the Circuit Court of St. Louis co., on the petition of any of my legal representatives to appoint one or more trustees to fill the places of the deceased trustees. Having heretofore and at different times made advances to my two children, Julia & Charles, statements and entries of which are made in my private books, it is my wish and I do direct that no account be kept of such advances, regardless of the amount, and I hereby relieve, forgive, and absolutely discharge both of them from any advance so made. It is my wish to leave the sum of five thousand dollars as charity for the Catholic orphans of St.

Louis, and I therefore direct my executors hereinafter named
993 to pay that sum for that purpose, leaving to their judgment as to which one of the Catholic orphan asylums it shall be paid to, or whether the same shall be divided among the different asylums. My

[Eleventh page of my will.—Pierre Chouteau, Jr.]

wish being that they shall make the appropriation where it shall do the most good. Having made, as above, ample provision for my grandson, Benjamin C. Sanford, and hoping that he will appreciate the motives which dictated the provisions I have made for his protection, I hereby declare my beloved daughter, Julia Maffitt, and my beloved son, Charles P. Chouteau, to be be my heirs and only heirs and legal representatives for the balance of all my estate of every nature and description whatsoever, and no matter where situated or whether it be real, personal, or mixed, bonds, notes, credits, ac-

counts, stocks, or choses in action; and I hereby give, bequeath, and devise to them, the said Julia and Charles, all of my estate (except the property and money herein bequeathed for the use and benefit of my said grandson Benjamin C. Sanford, and the bequest for the orphans), and whether the same be real, personal, or mixed, bonds, notes, credits, accounts, stocks, or choses in action. As my beloved wife, Emily Gratiot, died some years ago, and a legal ques-
994 tion may probably arise as to what right she had to any portion of the estate which I have herein devised or disposed of, or which might have belonged to her at the time of her death, I now, with the view of maintaining concert and unity in my family, devise and do direct that each of my children, Julia and Charles, and my grandson, Benjamin, shall, within thirty days after my death, accept in writing this, my last will and testament, in which they will relinquish each and the other all right and pretensions outside

[Twelfth page of my will.—Pierre Chouteau, Jr.]

of this will to any property or estate, whether the same property belonged to my deceased wife or to me, my object being in this will to settle any question which may possibly arise in relation to this matter, and to perfect the title to the property and estate herein bequeathed to my said children or for the benefit of my said grandson.

And I further direct that said relinquishment shall not be considered sufficient unless deemed to be so by my executors hereinafter named, and in the event of either of my children Julia and Charles or my grandson Benjamin refusing or failing to execute this relinquishment to the entire satisfaction of my executors, it will be deemed on the part of the party or parties so refusing as an absolute abandonment of all right and expectations under the provisions of this will,
995 as already specified, and in lieu of the provisions which I have already made concerning them, the party or parties so refusing shall only be entitled to the sum of twenty-five thousand dollars in full of all claim or pretension to any part or portion of my estate, and which sum of twenty-five thousand dollars I direct my executors hereinafter named to pay. I appoint as my executors of this my last will and testament my beloved son Charles P. Chouteau and my friends Edward P. Tetson and Lewis V. Bogy, hereby giving to them full power and authority to do what they think best for the interest of my estate. And as I am

[Thirteenth page of my will.—Pierre Chouteau, Jr.]

the owner of a large amount of bonds and stocks which more or less fluctuate in value, I hereby authorize and empower my said executors to sell or dispose of any bonds or stocks I may own in any company or corporation, and to reinvest the proceeds either by lending the same on approved security or by reinvestment in other bonds or stocks or other property, giving to them in this respect the fullest power and authority. And as I have the fullest confidence in their integrity, I desire that if any security be required of them, (of which

I relieve them, if by law I am authorized to do so,) it shall
996 not be large, knowing the difficulty there is in giving security for so large a sum. So as to enable my said executors or one or more of them to devote the necessary care and attention to the business of my estate, I hereby authorize them to fix a compensation for their services, to be paid out of my estate. In all questions arising out of the administration of my estate, I direct that a majority of my executors shall decide, and the decision of the majority shall be conclusive.

In the event of either of my children Julia or Charles or my grandson Benjamin refusing or failing to execute the relinquishment herein above required, the interest or portion herein described for her, him, or them shall go and be a part of my estate, and shall be disposed of as herein indicated.

PIERRE CHOUTEAU, JR.

In testimony whereof I, the said Pierre Chouteau, Jr., owing to my inability to sign my name, because of my being totally blind, have directed it to be done by Henry S. Turner, and which was done in my presence to each of the foregoing fourteen pages of this my last will and testament, and to this last page thereof the same person has, by my direction also, affixed my seal in addition to my name, which was all done in my presence and in the presence of James C. Way, Joseph H. Sheets, and L. Fusey, subscribing witnesses to this will, at Saint Louis, this seventh day of August, A. D. 1865.

PIERRE CHOUTEAU, JR. [SEAL.]

997 Signed and sealed as above and published and declared by the said Pierre Chouteau, Jr., as and for his last will and testament in presence of us, who, at his request and in his presence, and in the presence of each other, have subscribed our names as witnesses thereto this seventeenth day of August, A. D. 1865, at the city of St. Louis, Mo.

HENRY S. TURNER.
JAMES C. WAY.
JOSEPH H. SHEETS.
L. FUSEY.

STATE OF MISSOURI, } ss:
County of St. Louis, }

Be it remembered that on this eleventh day of September, A. D. 1865, before me, N. McDonald, judge of the Probate Court of this county of St. Louis, State of Missouri, personally came James C. Way, who, being duly sworn, says that he was present and saw Henry S. Turner subscribe the name of Pierre Chouteau, Jr., to the foregoing instrument in writing, who did the same at the request of the said Pierre Chouteau, Jr.; that he subscribed his name as a witness in the presence and at the request of said Pierre Chouteau, Jr., and in the presence of Joseph H. Sheets and Louis Fusey, the other

subscribing witnesses to said instrument, and heard the said Pierre Chouteau, Jr., declare said instrument to be his last will and testament, and that he was of sound and disposing mind at the
998 time of so doing to the best of my knowledge and belief.

JAMES C. WAY.

Subscribed and sworn to before me this 11th day of September, A. D. 1865.

N. McDONALD, *Judge of Probate.*

Also on the same day personally appeared Joseph H. Sheets, who, being duly sworn, on his oath says that he was present and saw Henry S. Turner subscribe the name of Pierre Chouteau, Jr., to the foregoing instrument in writing, and heard him request the said Henry S. Turner so to do; that he subscribed his name to said instrument as a witness in presence of said Pierre Chouteau, Junior, and at his request, and in the presence of James C. Way and Louis Fusey, the other subscribing witnesses thereto; that he heard the said Pierre Chouteau, Jr., declare said instrument to be his last will and testament, and that at the time of so doing he was of sound and disposing mind to the best of his knowledge and belief.

JOSEPH H. SHEETS.

Subscribed and sworn to before me this eleventh day of September, A. D. 1865.

N. McDONALD, *Judge of Probate.*

999 Also on the same day above named personally appeared before me Louis Fusy, who being duly sworn, on his oath says that he was present and saw Henry S. Turner subscribe the name of Pierre Chouteau, Jr., to the foregoiug instrument in writing at the request of the said Pierre Chouteau, Jr.; that he subscribed his name thereto as a witness in the presence of said Pierre Chouteau, Jr., and at his request and in the presence of James C. Way and Joseph H. Sheets, the other subscribing witnesses thereto; that he heard said Pierre Chouteau, Jr., declare said instrument to be his last will and testament, and at the time of doing which he was of sound and disposing mind to the best of his knowledge and belief.

L'S FUSY.

Subscribed and sworn to before me this 11th day of September, A. D. 1865.

N. McDONALD, *Judge of Probate.*

STATE OF MISSOURI, } *ss:*
County of St. Louis, }

Be it remembered that on this 11th day of September, A. D. 1865, at the September term of the Probate Court of the county of St. Louis, begun and held in the city and county of St. Louis, State of

Missouri, the preceding instrument in writing, purporting to
1000 be the last will and testament of Pierre Chouteau, Jr., together with the testimony of James C. Way, Joseph H. Sheets, and Louis Fusy, subscribing witnesses thereto, is produced in and exhibited to the court; on examination whereof it is considered that said instrument in writing is duly proved to be the last will and testament of Pierre Chouteau, Jr., deceased, and the court orders the same to be certified and recorded.

In witness whereof I, A. S. Lindsey, clerk of said court, hereto set my hand and affix the seal of said court, at office, this eleventh day of September, A. D. 1865.

[SEAL.] A. S. LINDSEY, *Clerk.*

STATE OF MISSOURI, } ss:
County of St. Louis, }

I, A. S. Lindsey, clerk of the Probate Court of the county of St. Louis, do hereby certify that the foregoing is a true copy of the last will and testament of Pierre Chouteau, Jr., deceased, and of the probate thereof, as the same remains on file and appears of record in my said office.

In witness whereof I hereto set my hand and affix the
[SEAL.] seal of said court, at office, this 28th day of July, A. D. 1866.

[STAMP.] A. S. LINDSEY, *Clerk.*

1001 STATE OF MISSOURI, } ss:
County of St. Louis, }

I, A. S. Lindsey, clerk of the Probate Court of the county of St. Louis, do hereby certify that United States revenue stamps to the amount of nine hundred dollars were by me duly affixed to the letters testamentary issued by said court to the executors named in the will, of which the annexed is a true copy, and that said stamps were by me duly cancelled according to law on the day of the date of said letters.

In witness whereof I hereto set my hand and affix the
[SEAL.] seal of said court, at office, this 28th day of July, A. D. 1866.

[STAMP.] A. S. LINDSEY, *Clerk.*

STATE OF MINNESOTA, } ss:
County of Ramsey, }

Be it remembered that on the day of the date hereof the last will and testament of Pierre Chouteau, Jr., late of St. Louis, Missouri, deceased, having been duly proved before N. McDonald, judge of probate of the county of St. Louis, Missouri, as and for the last will and testament of said deceased, at St. Paul, in Ramsey Co., State of Minnesota, before me, R. F. Crowell, judge of probate of said
1002 Ramsey county, the foregoing authenticated copy of the last

will and testament of Pierre Chouteau, Junior, late of Saint Louis, Missouri, deceased, was allowed and admitted to probate as and for the last will and testament of said deceased.

In testimony whereof I have hereunto set my hand and affixed the seal of the Probate Court of said county, at Saint Paul, Minn., this 29th day of Aug't, A. D. 1866.

[SEAL.] R. F. CROWELL, *Judge of Probate.*

1003 (Indorsed:) 7159; Pierre Chouteau, Jr.; copy of will; $1,320; filed August 6th, 1866; R. F. Crowell, judge of probate.

1004 Probate Court.

STATE OF MINNESOTA, } *ss.*
COUNTY OF RAMSEY, }

I hereby certify to all to whom these presents shall come or may concern, that having carefully examined the records of this court in the matter of the estate of Pierre Chouteau, jr., deceased, the foregoing is a true and perfect copy of the authenticated copy of the last will and testament of said Pierre Chouteau, jr., deceased, authenticated to this court from the Probate Court of the county of Saint Louis, in the State of Missouri; and a true and perfect copy of the certificates of probate of said last will and testament; and the whole of said authenticated copy of said will and of said certificates as the same are now of record in this court.

{ PROBATE COURT SEAL. } In testimony whereof I have hereunto set my hand and affixed the seal of said court at Saint Paul, Minnesota, this 29th day of August, A. D. 1866.

{ 5 CT. INTER. REV. STAMP CANCELLED. } R. F. CROWELL,
Judge of Probate.

1005 (Endorsed:) Will of Pierre Chouteau, jr., deceased. Office of Register of Deeds, county of Benton, Minnesota.—I hereby certify that the within copy of the last will and testament of Pierre Chouteau, jr., was received in this office for record on the 9th day of October, A. D. 1867, at 8 o'clock P. M., which, together with the official certificates thereto annexed, was duly recorded in Book "A" of Records, pages 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, and 406.

[SEAL.] TAYLOR DUDLEY,
Register of Deeds of said Benton County.

(Endorsed:) Office of Register of Deeds, Dacotah Co., Minn.—I hereby certify that the within instrument was filed in this office for record on the third day of January, A. D. 1868, at three o'clock P. M., and was duly recorded in Book "D" of Mis. Records, pages 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, and 392.

[SEAL.] EDWARD EICHHORN,
Register of Deeds.

1006 (Endorsed:) Pierre Chouteau, jr.; last will, &c. Office of Register of Deeds, Hennepin Co., Minnesota.—I hereby certify that the within instrument was filed in this office for record on the 7th day of July, 1869, at 8 o'clock A. M., and was duly recorded in Book "3" of Miscellaneous Records, on pages 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11. JAMES BRYANT,
[SEAL.] *Register of Deeds.*

(Endorsed:) Will of Pierre Chouteau, jr., deceased. Office of Register of Deeds, Ramsey County, Minn.—I hereby certify that the within will was filed in this office for record on the 29th day of August, A. D. 1866, at 11:30 o'clock A. M., and was duly recorded in Book "A" of Miscellaneous, on pages 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, and 402. J. MAINZER,
[SEAL.] *Register of Deeds.*

1007 UNITED STATES OF AMERICA, } *ss.*
DISTRICT OF MINNESOTA, }

I, H. E. Mann, master and examiner in chancery of the Circuit Court of the United States of America for the District of Minnesota, do hereby certify that I was attended by the parties by their solicitors, at the time and place as stated in the caption and foregoing depositions, and by the said witnesses therein named, and that the said witnesses being of sound mind and lawful age, were each, before the commencement of the taking of his or her deposition, by my duly and publicly cautioned, and sworn to testify the truth, the whole truth, and nothing but the truth in the cause aforesaid; and that the deposition of each as given was reduced to writing by myself in presence of such witness and the said solicitors, and from the statements of the witness; and that the deposition of each witness, when completed, was by me carefully read over to such witness and subscribed by such witness in presence of the said solicitors of the parties to said suit.

And I further certify that the exhibits attached to these depositions are the ones referred to therein, and that in the caption and said depositions is contained a complete record of all
1008 the proceedings before me at the time of the taking of the same.

In testimony whereof I have hereunto set my hand this fifteenth day of June, A. D. 1877.

H. E. MANN,
Master and Examiner in Chancery.

Fees:	
1 day's attendance -	$3.00
Oaths to one witness -	.10
25 folios of testimony -	5.00
13 exhibits certified - -	3.25
	$11.35
Copies of exhibits -	20.40
Total - - - - -	$31.75

1009 (Endorsed:) A. Chan., 377; United States Circuit Court, District of Minnesota; Samuel L. M. Barlow, exec'r, et al., vs. Charles P. Chouteau et al. Depositions of witnesses on behalf of defendant, taken before H. E. Mann, master and examiner in chancery; fees, $31.75; filed June 15, 1877; H. E. Mann, clerk.

1010 United States Circuit Court, District of Minnesota.

SAMUEL L. M. BARLOW et al.
vs.
CHARLES P. CHOUTEAU et al. } In equity.

Depositions of Henry H. Sibley, witness of lawful age, produced, sworn, and examined before H. E. Mann, master and examiner in chancery of said court, on behalf of the defendants, commencing at —— o'clock in the ——noon, on the 14th day of June, A. D. 1877, at his office, in the United States custom-house, in the city of St. Paul, in said district.

Present: W. P. Clough, for plaintiff; R. B. Galusha, solicitor for defendant.

1011 United States Circuit Court, Dist. of Minnesota.

SAMUEL L. M. BARLOW et al.
vs.
CHARLES P. CHOUTEAU et al.

June 14, 1877.—Deposition of Henry H. Sibley, taken by consent, without notice or written stipulation.

Present: William P. Clough, solicitor for plaintiff; R. B. Galusha, solicitor for defendant.

Henry H. Sibley, a witness produced on the part of the defendants, being first duly sworn, deposes and says: My name is Henry H. Sibley; am 66 years of age; am occupied as a business man; my residence is St. Paul, Minn. I have lived in this region since 1834; came here before the State or Territory was organized. I know the principal parties, plaintiff and defendant, to this suit. I was acquainted with the members of the firm of Pierre Chouteau, Jr., & Co., from 1849 to 1852. The firm was composed of P. Chouteau, Jr., John B. Sarpy, Joseph A. Sier and John F. A. Sanford.

1012 I was personally well acquainted with all of them. I was engaged in business with them from the year 1843, or 1844, up to 1855. The firm I was connected with was the St. Louis firm. Dr. Chas. W. Borup, late of this place, was also engaged in a similar capacity with said firm from 1849 up to 1855. Dr. Borup and myself were partners in business with them, having charge of their business up in this country, and having a separate and distinct charge. I had charge of the business embracing the Sioux country,

occupied by the Sioux, called Sioux outfit. Dr. Borup's branch of the business was the Chippewa country, including St. Paul, and was called Minnesota outfit. The business had reference to general trade with whites and Indians. The original of Exhibit No. 3, the deposition of Charles P. Chouteau, was drawn up by me. This agreement describes the business and the relation of the parties from its date up to the termination of the business by the extensions in 1855. The general business into which the Sioux outfit and Minnesota outfit were divided was termed the Northern outfit. It was under this agreement and its extensions that all the business of Dr. Borup and myself was transacted, and that was the authority under which Dr. Borup transacted the business of those outfits. During this time I occasionally saw Mr. Sanford in New York. I do not recollect that he was ever here, or that Mr. Sarpy was. Mr. Sanford had
1013 no particular control of the business. We were partners. The general business in relation to these outfits was talked over from time to time between Mr. Sanford and myself when I saw him. I take it that he was acquainted with the general condition of the business at these outfits, but I can't say positively that he was. We rendered our statements to the St. Louis house, that continued up to the close of the business.

(The original of Exhibit 18, Chouteau's deposition, shown witness.) I acted under that power of attorney. I made a considerable number of conveyances under it. Can't tell how many. The proceeds of the property sold under that power of attorney were accounted for to the St. Louis firm. Neither Mr. Sanford in his lifetime or his executors since his death ever made any claim on me for any part of the proceeds of the sales under this power of attorney, Mr. Sanford never made any claim to me to be the owner of any specific share of this property. (3 deeds shown witness.) These were all executed by me, and were drawn up by me; they are in my handwriting. (Certified copies of these deeds are marked pl'ffs exhibits 1, 2 & 3.) Can't tell whether I saw Mr. Sanford after the execution of these deeds or not. Can't say whether he knew they were exe-
cuted. (Copy of Exhibit 15, Dep. of Chas. P. Chouteau.) I
1014 don't recollect distinctly about that letter, but my impression is that letters addressed to the St. Louis house in regard to the price of furs were sometimes referred to the New York house, and by that house, which was in charge of Mr. Sanford, answered.

Cross-examination:

Q. The attention of the witness is again called to Exhibit 18 of defendant's testimony, being power of attorney from P. Chouteau, Jr., & Co. to witness, bearing date January 4, 1856; and the witness is asked to state in what years he made any sales of real estate under and in pursuance with that power.

A. I can't recollect.

Q. Did you ever remit any proceeds of any sales made in pursu-

ance of that power to Pierre Chouteau, Jr., & Co., of St. Louis; if so, to which firm of that name and when?

A. My statement of account, rendered periodically to the house in St. Louis, accounted for all the sums thus received; but I do not recollect the dates those statements or remittances were made, nor the number of the firm. I knew nothing about the number of the firm. The business continued to be transacted right along
1015 without our knowing or being informed of any changes.

Q. Do you know whether Mr. John F. A. Sanford in his lifetime, or his personal representatives after his death, were ever advised of the fact that you had made sales in pursuance of the power of attorney referred to?

A. I have no knowledge or recollection of the fact. I transacted my business with reference to it with the St. Louis house, and did not know what disposition they made of the funds. That was entirely foreign to any business I had.

Q. The witness is shown the deeds, defendant's exhibits 1, 2, and 3, and is asked to state in whose name the legal title to the property therein described stood prior to the making of these conveyances.

A. My recollection is that the legal title to some of this property was in me personally, and to some, in me as trustee for the parties named in the deed.

Q. Please state whether the property which was held in your individual name had been acquired by you for your individual use and benefit, or for the use and benefit of the parties mentioned in defendant's exhibit No. 4.

1016 A. I can't speak positively, but my recollection is that some of this property belonged to me personally, and was transferred in settlement with the St. Louis house, and some of it was taken in the course of said business.

Q. Do you remember when or from whom you acquired lot 3, block 31, St. Paul proper?

A. I do not recollect.

Q. Do you recollect when and from whom you acquired lot 2, block 39?

A. I do not.

Q. Do you remember when and from whom you acquired lot 1, in block 32?

A. My impressions are that it was purchased from Alexander McCloud.

Q. Do you remember when and from whom you acquired lot 1, in block 38?

A. I do not recollect.

Q. In the course of the transaction of the business of the outfit it quite often became necessary to take real estate to prevent the outfit from incurring a loss?

A. It did occasionally.

Q. When you took real estate in the course of the business of the

outfit, the legal title was taken in your individual name, was it not?

1017 A. Sometimes it was, but not invariably. That depended upon circumstances.

Q. Do you remember how the name of Pierre Chouteau, Jr., and Co. came to be inserted in these deeds as grantees? At whose suggestion was it?

A. My own suggestion, in order to comply with what I conceived to be the obligations of the contract between us—that is, the contract of 1849.

Q. Were these deeds made in pursuance of and to consummate the business provided for in the contract of 1849?

A. They were, so far as applicable. There were private settlements between us, in which some deeds were made which would hardly come within the of that question.

Q. Is the P. Chouteau, Jr., & Co. named as grantee in these deeds the same P. Chouteau, Jr., & Co. named in the contract of 1849?

A. That is my understanding, and that was my intention when I executed these 3 deeds.

Re-direct examination:

Q. Did the St. Louis house of P. Chouteau, Jr., & Co. ship to the outfits line goods and merchandise after 1852, and up to and

1018 including the time of the winding up of the outfits?

A. They did during the period in which active trade was carried on from the 1st of January, 1852; there was a considerable amount shipped during that period.

Q. Both to yourself and Dr. Borup?

A. That is my recollection.

Q. The deeds given by you above referred to were given on final settlement and winding up of all outfit matters, including all the goods and merchandise shipped to the outfits from January 1, 1852, to July, 1855, inclusive, were they not?

A. My recollection is that they were given about the time of the final settlement, except No. 3, which was given subsequently. My impressions are, however, that it was a part of the same transaction. I think that settlement included the goods furnished during that period.

Re-cross-examination:

Q. Were not the extensions of the contract of 1849 made for the purpose of enabling the closing up of the business that had been carried on under it in the lifetime of the original contract?

1019 A. Certainly; so I understand it.

Q. The business which had been transacted under the original contract was a very extensive one, was it not, and one which required a long time to completely and successfully wind it up?

A. It was an extensive and complicated business.

Q. Did not trade cease at the outfit several years before the final conclusion of the business?

A. The trade was curtailed and gradually diminished until the consummation of the contract.

Q. Do you remember of any new supplies being received from the St. Louis house after July 1st, 1853, which was the termination of the first extension?

A. My recollection is that there were some supplies received after that date, but I am not positive; but if they were received it was because it was necessary to successfully close up the business.

Q. Do you remember when the parties interested in the contract of 1849 came to the conclusion to wind up the business of the outfit?

A. I think it was understood when the last extension was
1020 made that the business would be wound up at that time. That was what the extension was made for.

Q. Do you know how long before the making of the last extension the members of the firm of P. Chouteau, Jr., & Co. had formed the intention and purpose to wind up the business of the outfit?

A. I do not.

Re-direct examination:

Q. The extension of the contract from July, 1852, for one year was a general one, was it not; and supplies were shipped during that time to the outfit to the same extent as while the original contract was in force, were they not?

A. Orders for goods for the outfit were sent to St. Louis, and were always filled as before; the extension was a general one.

Q. Was that year's business as extensive as that of former years?

A. I think not quite as extensive; we were gradually curtailing.

HENRY H. SIBLEY.

1021 Know all men by these presents: That Henry H. Sibley and Sarah Jane Sibley, his wife, of Mendota, in the county of Dakota and Territory of Minnesota, in consideration of the sum of five thousand dollars to us in hand paid by P. Chouteau, Jr., & Co., of St. Louis, in the county of St. Louis and State of Missouri, the receipt whereof is hereby acknowledged, have bargained, sold, and quitclaimed, and by these presents do bargain, sell, and quitclaim, unto the said P. Chouteau, Jr., & Co., their heirs and assigns forever, all our right, title, interest, claim and demand in and to the following described pieces or parcels of land situate and lying in the county of Ramsey and Territory of Minnesota aforesaid, described as follows, viz.: Lot No. three (3) in block No. thirty-one (31), bounded on the north by lot No. 2 of the same block seventy (70) feet, east by land conveyed by Henry Jackson to Franklin Steele one hundred and twenty-four (124) feet, south by Bench street seventy-two (72) feet, and west by the property of T. W. Simpson one hundred and twenty (120) feet; also lot No. two (2) of block No. thirty-nine (39) bounded north by Bench street seventy (70) feet, east by lot No.

three (3) in same block, south by Water street sixty-eight (68) feet, and west by lot No. one (1) of same block, said lots or parcels of lands hereby quitclaimed and sold lying and being in the town of St. Paul, in the county of Ramsey and territory aforesaid; also lot No. eleven (11) in block No. one (1) in Bazille and Guerin's
1022 addition to said town of St. Paul; also lot No. seven (7) in block No. thirty-four (34) in Kittson's addition to said town of St. Paul, all according to the recorded plats of said town of St. Paul and of the said addition thereto. To have and to hold the above quitclaimed premises, with all the privileges and appurtenances thereunto belonging to the said P. Chouteau, Jr., & Co., their heirs and assigns forever, so that neither we, the said Henry H. Sibley and Sarah Jane, his wife, our heirs or assigns, or any person claiming by, from, or under us shall have any right, title, interest, claim or demand in or to the aforesaid premises.

In testimony whereof we have hereunto set our hands and seals the fifteenth day of September, A. D. 1855.

HENRY H. SIBLEY. [SEAL.]
SARAH J. SIBLEY. [SEAL.]

Signed, sealed, and delivered in presence of—"*Dakota*" erased and "*Ramsey*" inserted before signing—

MARY N. STEELE.
JOHN KENNEDY.

TERRITORY OF MINNESOTA, } ss:
County of Dakota, }

Be it remembered that on this fifteenth day of September, A. D. 1855, personally appeared before me the undersigned, Henry H. Sibley and Sarah Jane Sibley, his wife, the signers and sealers of the within instrument, and acknowledged the same to be their free act and deed for the uses and purposes therein expressed. And the said Sarah Jane, wife of the said Henry H. Sibley, being by me examined separate and apart from her said husband, acknowledged that she executed the same freely and voluntarily for the uses and purposes therein expressed.

JOHN KENNEDY,
Notary Public, Minnesota Territory.

Filed Nov'r 3d, A. D. 1855, at 2 p. m.

1023 OFFICE OF REGISTER OF DEEDS, } ss:
Ramsey Co., Minnesota, }

I, Alex. Johnston, register of deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom, and of the whole of said original record, as the same appears in Book "N" of deeds, page 29.

In witness whereof I have hereunto subscribed my name and affixed

my official seal, at the city of St. Paul, in said county, this 28th day of November, A. D. 1876.

[SEAL.] ALEX. JOHNSTON,
Register of Deeds.

1024 (Indorsed:) Henry H. Sibley to Pierre Chouteau, Jr., & Co.; September 15, A. D. 1855; plaintiff's exhibit No. 1.

1025 Know all men by these presents: That we, Henry H. Sibley and Sarah Jane Sibley, his wife, of Mendota, in the county of Dakota and Territory of Minnesota, in consideration of the sum of five thousand dollars to us in hand paid by Pierre Chouteau, jr., and Company of St. Louis, in the county of Saint Louis and State of Missouri, the receipt whereof is hereby acknowledged, have bargained, sold and quitclaimed, and by these presents do bargain, sell and quitclaim unto the said P. Chouteau, jr., & Co., their heirs and assigns forever, all our right, title, interest, claim and demand in and to the following described pieces or parcels of land situate and being in the county of Ramsey, and Territory of Minnesota aforesaid, and described as follows, viz: Lot No. one (1), in block No. thirty-two (32), of the town of St. Paul, bounded north by Third street seventy-eight (78) feet; east by lot No. two (2) of the same block; south by Bench street sixty-five (65) feet, and west by Minnesota street one hundred and seventy-eight (178) feet. Also lot No. one (1), in block No. thirty-eight (38), bounded north by Bench street sixty-six (66) feet; south by Water street sixty (60) feet; east by lot No. two (2) in the same block, and west by Minnesota street one hundred and ten (110) feet. Also lot No. (2), in block No. thirty-one (31), with the exception of a strip thereof twenty-seven (27) feet eight (8) inches in width, running the entire length of said lot, and bounded on the east by land formerly

1026 belonging to Henry Jackson and Franklin Steele. The piece of land or part of lot hereby conveyed and quitclaimed fronting on Third street, forty-one (41) and four (4) inches joining the aforesaid *accepted* strip, and running therewith the entire length thereof to lot No. three (3), in the same block thirty-one (31); thence running along the line of said lot three (3), forty-two (42) feet and four (4) inches to the line of T. W. Simpson; thence north along said last-mentioned line to Third street aforesaid. To have and to hold the above quitclaimed premises with all the privileges and appurtenances thereunto belonging to the said P. Chouteau, jr., & Co., their heirs and assigns forever, so that neither we, the said Henry H. Sibley and Sarah Jane, his wife, our heirs or assigns, or any person claiming by, from or under us shall have any right, title, interest, claim or demaed in or to the aforesaid premises.

In witness whereof we have hereunto set our hands and seals the fourteenth day of September, A. D. 1855.

HENRY H. SIBLEY. [SEAL.]
SARAH JANE SIBLEY. [SEAL.]

Signed, sealed and delivered in presence of—
MARY STEELE.
JOHN KENNEDY.

1027 TERRITORY OF MINNESOTA, } ss.
County of Dakota, }

Be it remembered that on this fifteenth day of September, A. D. 1855, personally appeared before me the undersigned, Henry H. Sibley and Sarah Jane Sibley, his wife, the signers and sealers of the within written instrument, and acknowledged the same to be their free act and deed, for the uses and purposes therein expressed. And the said Sarah Jane, wife of the said Henry H. Sibley, being by me examined separately and apart from her said husband, acknowledged that she executed the same freely and voluntarily, and without fear or compulsion of any one.

[SEAL.] JOHN KENNEDY,
Notary Public, Minn. Ter'y.

Filed October 12th, A. D. 1855, at 12. m.

1028 OFFICE OF REGISTER OF DEEDS, } ss.
Ramsey Co., Minnesota, }

I, Alex. Johnston, register of deeds, of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom, and of the whole of said original record, as the same appears in book "L" of deeds, pages 569, 570.

In witness whereof I have hereunto subscribed my name and affixed my official seal, at the city of St. Paul, in said county, this 28th day of November, A. D. 1876.

[SEAL.] ALEX. JOHNSTON,
Register of Deeds.

(Indorsed:) Henry H. Sibley to Pierre Chouteau, jr., & Co.; September 14th, 1855; plaintiff's exhibit No. 2.

1029 Know all men by these presents: That we, Henry H. Sibley and Sarah Jane, his wife, of Mendota, in the county of Dakota and Territory of Minnesota, in consideration of the sum of one hundred dollars to us in hand paid by Pierre Chouteau, Jr., and Company, of St. Louis, in the county of St. Louis and State of Missouri, the receipt whereof is hereby acknowledged, have bargained, sold, and quitclaimed, and by these presents do bargain, sell, and quitclaim unto the said P. Chouteau, Jr., & Co., their heirs and assigns forever, all our right, title, interest, claim, and demand in and to the following described piece or parcel of land situate and being in the county of Ramsey and Territory of Minnesota, described as follows, viz: The north half of lot five (5), in block No.

thirty (30), in the town of St. Paul, being the land conveyed to Henry M. Rice by Louis Roberts and wife, and by said H. M. Rice to me, the said H. H. Sibley, interest for myself and others by deed bearing date January 4th, 1849. And all of said lot No. five (5) not included in the following described reservation, to wit: Commencing at a stake on the east side of Jackson street, which bears southward from the corner of Jackson and Third streets one hundred and sixty-five (165) feet; hence southward along the east side of Jackson street to the southwest corner of said lot five (5); thence northeasterly along the south line of said lot five (5) to the point at which the east line of lot six (6) intersects said line; thence northward thirteen (13) feet; thence in a direct line to the place of beginning, all in the said town of St. Paul, according to the recorded map or plat thereof. To have and to hold the above quitclaimed premises, with all the privileges and appurtenances thereunto belonging to the said P. Chouteau, Jr., & Company, their heirs and assigns forever, so that neither we, the said H. H. Sibley and Sarah Jane, his wife, our heirs or assigns, or any person claiming by, from, or under us shall have any right, title, interest, claim, or demand in or to the aforesaid premises.

1030

In witness whereof we have hereunto set our hands and seals the eighteenth day of February, A. D. 1856.

HENRY H. SIBLEY. [SEAL.]
SARAH J. SIBLEY. [SEAL.]

Signed, sealed, and delivered in presence of—
JOHN KENNEDY.
A. G. MCDERMOTT.

TERRITORY OF MINNESOTA, } ss.
County of Dakota, }

Be it remembered that on this 18th day of February, A. D. 1856, personally appeared before me, the undersigned, Henry H. Sibley and Sarah Jane, his wife, of said county and territory, the signers and sealers of the within written instrument, and acknowledged the same to be their free act and deed for the use and purposes therein expressed; and the said Sarah Jane Sibley, being by me examined separate and apart from her said husband, acknowledged that she executed the same freely and voluntarily and without fear or compulsion from any one.

1031

[SEAL.] JOHN KENNEDY,
Notary Public, Minn. Ter'y.

Filed February 18th, A. D. 1856, 1½ p. m.

OFFICE OF REGISTER OF DEEDS, } ss.
Ramsey Co., Minnesota, }

I, Alex. Johnston, register of deeds, of said county and State, do hereby certify that I have compared the foregoing paper writing

A. I have not examined them in detail, but only the gross amounts due on the final balances, as entered under date of May 1, 1860.

Q. State what amount those several outfits were found indebted at the date as shown by those entries. A. The books show that there was due at that date from the several outfits $455,856.53, and the same balance shows that there is due from Pierre Chouteau, Jr., & Co., No. 2, to Pierre Chouteau, Jr., & Co., No. 3, $212,724.23.

Q. State whether Mr. Sanford ever paid any part of that indebtedness. A. I find nothing in the books which shows that Mr. Sanford ever paid any part of this indebtedness.

1038 Q. To whom does it appear from the books that that indebtedness is due?

A. It appears on the books of firm No. 2 to firm No. 3.

Q. Are you able to ascertain from those books, to whom, to what individuals that indebtedness is due?

A. I can only state an impression I had that the indebtedness was due to Pierre Chouteau, jr., on the books of firm No. 2, it is shown it is due to firm No. 3.

Q. State whether you find any entry showing that Sarpy, Sire, paid to Pierre Chouteau, jr., any part of this indebtedness of $212,000?

A. I find in the books of firm No. 3, under date of May 1, 1860, journal 3, folio 240, that J. B. Sarpy is charged with 17⅓ per cent. of $202,724.23 due by P. C. Chouteau, jr., No. 2, $36,872.19; that J. A. Sire is charged with 17⅓ per cent. of same, $36,872.19; that Pierre Chouteau, jr., is charged the balance, $138,979.85, making a total of $212,724.23.

Q. Do you find any charge to Sanford or to the Sanford estate of any portion of that indebtedness?

A. I do not.

Q. Do you find any account with Sanford or the Sanford estate?

A. I think there is with Sanford but not the Sanford estate.

1039 Q. State whether at any time the amount of the Sanford indebtedness, that is 17⅓ per cent. of said amount, or any part thereof, was ever paid by Sanford and Sire?

A. I find upon the books of firm No. 3, under date of March, 1862, journal 3, folio 248, that C. V. Lebeau, executor of J. D. Sarpy, is charged, and Pierre Chouteau, jr., credited $7,916.53, and that he is further charged with $4,471.95, which balances the estate of J. B. Sarpy on the books of firm No. 3. I find on the books of firm No. 5, journal No. 2, folio 139, under date of July 31, 1862, that R. W. Sire is charged and Pierre Chouteau, jr., credited—

"Proportion of J. A. Sire of amount due by J. F. A. Sanford to Pierre Chouteau, jr., & Co., No. 3, viz:

Due May 1, 1860	$36,872.19
In't to May 1, 1861	2,212.32
Making	$39,084.51
In't to Dec. 31, 1861	1,367.94
Making a total of	$40,452.45

Less 17⅓ per cent. int't of J. F. A. Sanford in 11,909.50, bal. of cash reserved from sales of Minnesota property by P. C., jr	$2,064.35
Leaving a balance of	$38,388.10
26 per cent. of this amount due by J. A. Sire	9,980.88
1040 Less J. A. Sire's 17⅓ per ct	2,064.35
Leaving a balance the net charge of	$7,916.53

which corresponds with the amount charged to the estate of J. B. Sarpy. I find that charge, as I have stated, to Mr. Sire in detail on the books. The charge to Lebeau is not in detail, but the amounts correspond.

Q. These amounts are in proportion to the interests in the firm, are they not?

A. They are as I understand them their interests in firm No. 3, that is, 26 per cent. each to Mr. Sarpy and Mr. Sire.

Q. Do these books extending through the several firms commencing with Pierre Chouteau, jr., & Co., No. 3, and extending to Pierre Chouteau, jr., & Co., No. 5, contain the accounts of firm No. 2, continue through all the firms?

A. They do, through firm No. 4; No. 5 does not appear to be perfect. Some of the books are not here. I understand that is the practice of the different firms to carry an account with the old firms along on the books of the new. So far as the old firm matters were unsettled, the accounts of firm No. 2 are still unsettled on their books.

Q. You have examined the accounts current books of the firms of Pierre Chouteau, jr., & Co., old and new firms of the city of New York?

A. I have.

1042 Q. Do you find entries there which show that Mr. Sanford ever paid any part of this indebtedness?

A. I have been unable to find any charge indicating such payment.

Q. State, Mr. Nichols, whether the accounts current of these firms show in detail each and every item which was charged or credited to the individual members of the firms.

A. I have not made a comparison in detail with the ledger or ledgers, but the theory upon which the books were kept indicates that their practice was to state each account in detail annually, or as often as settlements were made, giving each and every item of the account.

Q. State whether you compared the ledger entries with the account current, and whether they corresponded.

A. I have to some extent, and as far as I examined them they corresponded. I examined them so far as to satisfy myself that the ledger entries are correct, and the account current are a transcript of the ledger entries giving the details of the items.

I have examined the books of the firm of Pierre Chouteau, Jr., No. 2, from the time of its organization in 1842 to 1860, with reference

to the interest account, and I find that the individual members of the firm charged and credited with interest on their indebtedness to or from the firm, as the case might be, annually, at I think the rate of 6 per cent.

Q. Do you find any entry in those books indicating a change in the interest or liability of the individual members of the firm of Pierre Chouteau, Jr., No. 2?

A. Nothing further than I have stated.

Cross-examination:

Q. Have you examined the books of the office in New York of P. Chouteau, Jr., of No. 2?

A. Yes, sir, to some extent.

1043 Q. You may state whether in those books accounts were kept with the individual partners of the firm of Pierre Chouteau, Jr., No. 2.

A. Yes, sir; I think they were.

Q. Have you examined the individual accounts in the books of that affair of Sire & Gaspey, particularly in the years 1851 and 1852?

A. Yes, sir; I have, the same extent, but not extensively.

Q. Witness is asked to refer to the ledger of the accounts of the office in New York for the years 1851 and 1852?

A. I have never to my knowledge seen that book.

Attention of witness is called to the account of John B. Sarpe in ledger No. 3, of Pierre Chouteau, Jr., No. 2, to the entry made date June 11, 1852, upon the credit side of the account, as follows:

By J. F. A. Sanford. $20,328.02.

The attention of the witness is also called to the amount Joseph A. Sire in the same ledger to the entry made the date of June 10, 1852, as follows:

By J. F. A. Sandford. $20,328.02.

1044 The attention of the witness is also called to Journal No. 6 of Pierre Chouteau, Jr., & Co., No. 2, on folio 44, under the date of June 10, 1852, to the following entry:

John F. A. Sanford, Dr., to sundries to John B. Sarpy, ½ of.....$40,656 04

Balance of acct. due Sarpy & Sire 1st Jan., 1852 ..... $20,328 02

To J. B. Sire, acc't due Sarpy & Sire..... $20,328 02

The witness is asked to examine those entries and state the meaning of them.

A. The only explanation that I can give is that it appears to be the transfer of a personal indebtedness of Mr. Sanford to Mr. Sarpy & Sire, one-half each.

Q. The attention of the witness is called to the same ledger before referred to, folio 62, to the acc't of John F. A. Sanford, to this entry therein, under date of January 1, 1852, $62,081.98 by balance, and he is asked if that entry does not indicate that at its date there was a balance to the credit of John F. A. Sanford in the books of the

St. Louis office of Pierre Chouteau, Jr., & Co., No. 2, of the sum named?

A. Yes, sir.

Q. In other words the entry last mentioned indicates that
1045 on January 1, 1852, the firm of P. Chouteau, Jr., & Co., No. 2, was indebted to John F. A. Sanford in the sum of $62,-081.98, does it not?

A. Yes, sir.

Q. The attention of the witness is called to the debit side of the same acc't to the following entries: June 10, 1852—To sundries, $40,656.04; and the witness is asked if that entry is not the posting of the entry referred to in the journal?

A. Yes, sir.

Q. Do not the entries to which your attention has been called show that on June 10, 1852, the sum of $40,656.04 of the balance due John F. A. Sanford from Pierre Chouteau, Jr., & Co. No. 2, on January 1, 1852, was on June 10, 1852, transferred to Messrs. Sire & Sarpy, each one-half?

A. Yes, sir.

Q. The witness is asked if these accounts, or any other accounts in the books of Pierre Chouteau, Jr., & Co., No. 2, indicate
1046 that John F. A. Sanford was, on June 10, 1852, indebted to Mr. Sire or Mr. Gaspy, individually, in any sum whatever?

A. Not within my knowledge.

Q. You have examined the books of Pierre Chouteau, Jr., & Co., No. 3?

A. I have to some extent.

Q. Do you remember when this Co. commenced business and when they ceased to do business; that is when they went out of active business?

A. My understanding is they commenced business January 1, 1853. I don't know when their active business terminated.

Q. Does it not appear from the books of firm No. 3 that all of the outstanding indebtedness of Pierre Chouteau, Jr., & Co., No. 2, was transferred into the books of firm No. 3 as being indebtedness of firm No. 3?

A. The first journal No. 1 of firm No. 3, where these entries would be made, is not here.

Q. Are then you able to state whether or not the indebtedness of Pierre Chouteau, Jr., & Co., No. 2, was entered in the books
1047 of firm No. 3 as indebtedness of Pierre Chouteau, Jr., & Co., No. 2 or 3?

A. I am not able to state, as the books are not here.

Q. The attention of the witness is called to journal No. 6, of Pierre Chouteau, Jr., & Co., No. 2, folios 186 to 205 inclusive, and he is asked if he has examined those in the cause of the examination of the accounts.

A. I have in a general way.

Q. State whether those entries upon the folios named do not indi-

cate that the balances of the accounts of firm No. 2, both debit and credit, were transferred into the accounts of firm No. 3, in detail, in the same manner as if the assets and liabilities of firm No. 2 were also assets and liabilities of firm No. 3.

A. Yes, sir.

Q. The attention of the witness is called to journal of firm No. 3, to the entry hereinbefore referred to of the date of May 1, 1860. State whether that entry does not indicate that the sum of $212,724.23 was on that date distributed among Sire, Sarpy & Pierre Chouteau, Jr.

1048 A. Yes, sir.

Q. Please state what that sum of $212,724.23 consisted of. What was it?

A. A balance owing to Pierre Chouteau, Jr., & Co., No. 2.

Q. Owing for what?

A. Am unable to state in detail; balance as appears in the books.

Q. The attention of the witness is again called to journal No. 6 of Pierre Chouteau, Jr., & Co., No. 2, to the entry under the head of May 1, 1860, and is asked if the sum of $212,724.23, in the entry last referred to, does not appear to be the same $212,724.23 distributed among Sire, Sarpy & Pierre Chouteau, Jr., by the journal entry of May 1, 1860, in the journal of Pierre Chouteau, Jr., & Co., No. 3, referred to in the previous question.

A. It does appear to be.

Q. Does it not appear from these several accounts that this sum of $212,724.23 is the final balance of indebtedness arising out of the business of Pierre Chouteau, Jr., & Co., No. 2.

A. It appears to be the balance of indebtedness and owing to Pierre Chouteau, Jr., & Co., No. 3.

Q. Is not this sum the same sum concerning which you have testified that it does not appear from the books of that John P. A.

1049 Sanford or his legal representatives have paid any part of?

A. The same sum.

Q. Is there anything to indicate in this entry of May 1, 1860, on page 240 of the journal of Pierre Chouteau, Jr., & Co., No. 3. that the distribution thereby made of that sum between Sire, Sarpy & Chouteau was not a final settlement, and distribution of the loss and indebtedness indicated by that sum?

A. Nothing.

Q. Is there anything in any of these books between May 1, 1860, and the entry in journal No. 2 of Pierre Chouteau, Jr., & Co., No. 5, of August 1, 1862, referred to by you in your examination in chief, to indicate that the entry of May 1, 1860, was not a final distribution and settlement of the loss and indebtedness by the sum named.

A. There is; the entry to Mr. Le Bear, ext., referred to as in books No. 3, under date of March 1, 1862, journal 3, folio 248, a change of $7,906.53; nothing further that has come to my attention.

Q. Is there any change in any of these books of any part

1050 of the profits or losses of the business of firm No. 2 to John

F. A. Sandford or his executors subsequent to January 1, 1853?

A. None that has come to my attention.

Q. Who appears to have paid the indebtedness of Pierre Chouteau, Jr., & Co. No. 2, outstanding at the time of the formation of the firm of Pierre Chouteau, Jr., & Co. No. 3?

A. The firm of Pierre Chouteau, Jr., & Co. No. 3.

Q. Does Pierre Chouteau, Jr., by those books appear individually to have paid any of the indebtedness of Pierre Chouteau, Jr., & Co. No. 2?

A. I can't speak positively, but my understanding is only as he advanced means to the firm No. 3 to pay it with.

Q. Does it appear by any of these books or accounts that Pierre Chouteau, Jr., & Co. individually ever advanced any funds to Pierre Chouteau, Jr., & Co. No. 3 for the purpose of enabling that firm to pay the debts of Pierre Chouteau, Jr., & Co. No. 2?

A. I have made no examination with any view of ascertaining that fact.

1051 Q. The attention of the witness is again called to the entry in journal No. 6, firm No. 2, folio 260, of the sum of $212,724.23, and he is asked to state how that sum upon the books appears to have been arrived at?

A. It is the balance to the credit of firm No. 3 upon the ledger No. 2 of firm No. 2, folio 142. It covers the period from 31st December, 1852, to the 1st day of May, 1860, sundry entries as posted from the journal with which I am not familiar.

1052 Re-direct examination:

Q. Referring to the entry in journal No. 6 of Pierre Chouteau, Jr., No. 2, on folio 44, under date of June 10, 1852, do you find any entries in the books of the New York house showing the transfer of an equal or greater amount to the St. Louis house?

A. I find on journal No. 5 of N. Y. house, under date of June 22, 1852, the following entry:

Pierre Chouteau, Jr. & Co., New York, old concern.

To sundries:

For the following transfers from the old books made by desire of the parties to correspond with their arrangement with the house at St. Louis, viz:

To P. Chouteau, Jr., for this amount cash 31 Dec., 1851.	$84,838.14
To John F. A. Sanford, for this amount cash 31 Dec., 1851.	91,907.98
Total	$176,746.12

Q. State what balance the St. Louis house had to their credit in the office in New York, otherwise called the old concern.

A. I find in same books, same folio and date, balance at debit old concern, N. Y., $143,211.40.

Q. State if you find an entry on those books showing the condition of Mr. Sanford's personal account with the New York office.

A. I find in the same book, same date folio in same state-
1053 ment of balances—balance at debit John F. A. Sanford $28,-
571.31.

Q. You were asked by Mr. Clough if you found any debit or credit to account of J. F. A. Sanford after the 1st day of January, 1853, in the books of the St. Louis house. State whether you find any debit or credit to the account of any of the individual members of the firm of Pierre Chouteau, Jr. & Co., No. 2, of profit or loss.

A. None that has come to my attention except those items referred to in the cross-examination.

Re-cross examination:

(Ledger D of N. Y. house from January, 1851, to Dec., 1854, produced.)

Re-direct examination:

Q. Do you find an entry to the credit of Mr. Sanford in the N. Y. books?

A. I find on the ledger just produced, on folio 328, posted to the credit of J. F. A. Sanford under date of June 22, 1852, $91.907.98.

Q. And to the credit of Pierre Chouteau, Jr., of the same date, how much?

A. On same ledger, folio 321, under the same date, $84,828.14.

Q. State to what account those sums are charged.

A. Pierre Chouteau, Jr. & Co., New York old concern, and posted in same ledger, on folio 520, as a total item, $176,746.12.

Q. State whether the account on these books entitled P.
1054 Chouteau, Jr. & Co., old concern, represents the profits and loss account of the old concern?

A. It does.

Q. Then the profits of the old New York concern were divided between Chouteau and Sanford, in the ratio of 48 and 52 per cent., were they not?

A. Yes, sir, 48 per cent. to Pierre Chouteau, Jr., and 52 per cent. to John F. A. Sanford.

CHARLES NICHOLS.

1055 UNITED STATES OF AMERICA, } ss:
District of Minnesota, }

I, H. E. Mann, master and examiner in chancery of the Circuit Court of the United States of America for the district of Minnesota, do hereby certify that I was attended by the parties, by their solicitor, at the times and places as stated in the caption and foregoing depositions and by the said witness therein named, and that the said witness, being of sound mind and lawful age, was, before the commencement of the taking of his deposition, by me duly and publicly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth in the cause aforesaid; and that the deposition as given was reduced to writing by myself in presence of such witness

and the said solicitors, and from the statements of the witness; and that the deposition of each witness, when completed, was by me carefully read over to such witness, and subscribed by such witness in presence of the said solicitors of the parties to said suit.

And I further certify that in the caption and said depositions is contained a complete record of all the proceedings before me at the time of the taking of the same.

In testimony whereof I have hereunto set my hand this 8th day of December, A. D. 1877.

H. E. MANN,
Master and Examiner in Chancery.

Fees:

1 day's attendance, - -	$3 00
Oaths to 1 witnesses, - -	10
45 folios of testimony, -	9 00
Exhibits certified, - -	
Total, - - - -	$12 10

1056 (Indorsed:) United States Circuit Court, district of Minnesota; Samuel L. M. Barlow et al. vs. Charles P. Chouteau et al.; depositions of witnesses on behalf of defendants, taken before H. E. Mann, master and examiner in chancery; fees, $12.10; filed Dec. 8, 1877; H. E. Mann, clerk.

1057 NEW YORK, *5th May*, 1855.

Messrs. P. CHOUTEAU, JR., & Co., St. Louis, Mo.

DEAR SIRS: Our last respects bore date the 3d instant. Since then some of your favors have come to hand. We have now the pleasure to send you annexed copy of a letter received from Mr. Lampson by the last steamer, together with an abstract of so much of his catalogue as relates to your skins. Messrs. Spaulding & Mosse's draft for $3,200 was protested yesterday for non-payment and we endorse notice of protest for Mr. Prince as the endorser. The draft itself we will retain for a few days, as we hear the parties are shortly expected to arrive in New York, and we shall then be able to determine upon the proper course to be pursued; in the meantime we have advice of the furs having left Galena on the 23d April. Dr. Borup has arrived here this morning; we were misinformed as to his having passed through New York last week on his way to Washington. We have paid him to-day $200. (Two hundred dollars on account of your appropriation in his favor of $2,000; with the sum so paid you
1058 will be pleased to credit us.)

We are, dear sir, yours very truly,
P. CHOUTEAU, JR., & Co.

We think the news from Europe rather unfavorable for coon, and believe it will check the upward tendency here. The sale of deer in London was good considering the quality—the average gross 38c @ 39c per lb. or nett 33 @ 34c. Mink are still selling very high.

Rats are very scarce (P. T. O.) Say to Mr. C. that I have just got his letter, but cannot answer to-day. I will try and see Borup and as far as practicable get his views.

Thought Saturday I go to Philadelphia, and will return to-morrow evening. I go to meet Tucker and others. Chute is here.

(Copy.) J. F. A. S.

(Indorsed:) Letter from P. Chouteau, Jr., & Co., New York, to P. Chouteau, Jr., & Co., St. Louis, dated New York, 5 May, 1855. Exhibit 30; copy.

1059 Book L of mortgages, pages 445, 446, & 447. Copy.

This indenture, made this thirteenth day of September, in the year one thousand eight hundred and fifty-seven, between Pierre Chouteau, Jr., of Saint Louis, in the State of Missouri, merchant, of the first part, and Uriel A. Murdock, of the city of New York, and John H. Thompson, of the city of Brooklyn, merchant, of the second part:

Whereas the said party of the first part is the sole surviving partner of the several firms of P. Chouteau, Jr., & Co., formerly of Saint Louis, in the State of Missouri, which firms were severally composed of the said party of the first part and of Joseph A. Sire, John B. Sarpy, and John F. A. Sanford, all now deceased, or of some of the said parties;

And whereas, owing to losses and misfortunes sustained in his business, the said party of the first part is unable to pay his debts and liabilities with punctuality or in full, but is desirous to secure the same to be paid as fully as it is in his powers to do so, as hereinafter provided;

And whereas the said party of the first part has in his possession and under his control all the remaining estate, property, and effects of the said several firms as such surviving partner:

Now, therefore, in consideration of the premises and of the
1060 sum of one dollar to the said party of the first part in hand paid by the said parties of the second, the receipt whereof is hereby acknowledged, the said party of the first part has granted, bargained, sold, assigned, transferred, and set over, and does hereby grant, bargain, sell, assign, transfer, and set over, unto the said party of the second part and the survivor of them, their and his successors, all the estate and real and personal property, effects, claims, and demands of the said several firms, and of each of them, located and situated in any of the States or Territories of the United States of America other than the State of Missouri, or due, owing, or payable by any government, corporation, firm, or individual existing or residing out of the State of Missouri, with all the books of account, papers, and documents relating and appertaining thereto.

To have and to hold to the said parties of the second part and the survivor of them, their and his successors forever, for and upon the

several uses and trusts hereinafter expressed and declared, that is to say, in trust to sell and dispose of all the said property, real and personal, or so much thereof as can be properly sold and disposed of for the best price that can be obtained therefor, and to collect and get in all the residue of the said assigned premises, and by and with the proceeds of such sales and collections to pay and discharge, in the first place, the costs and expenses attending the execution of
1061 the trusts hereby created, with their commissions allowed by law; and then in next place, out of the property and assets of each of the said firms, to pay, satisfy and discharge the debts and liabilities of that firm to others than the partners or personal representatives of the partners therein *pari passu*, until the same are fully paid and satisfied; and then in the next place, out of the property and assets of each of said firms, to pay, satisfy and discharge the debts and liabilities of that firm to the personal representatives of the deceased members thereof, retaining a proportionate amount for the debts and liabilities of such firms to the party of the first part *pari passu*, until all the debts and liabilities of the firm to the party of the first part, and to the estates of his deceased partners therein, are fully paid and satisfied; and then in the next place, to divide and distribute all the balance of the property and assets of each said firms to and among the personal representatives of the deceased partners therein, retaining a proportionate amount for the interest of the party of the first part therein, according to the respective rights and interests of the parties respectively therein; and then in the next place, by and with the share of the property and assets of the said firms respectively retained by the parties of the second part as due or belonging to the party of the first part, to pay, satisfy and discharge in full, principal and interest, all indebtedness and liabilities of the party of the
1062 first part, individually, or as a member of any firm or company now or heretofore existing, exclusive of any debt or liability under or by virtue of, or in any manner arising out of, a certain contract between the party of the first part and the Allentown Railroad Company, bearing date the 1st day of April last, until such debts and liabilities are fully paid and satisfied; and then in the last place, to pay, satisfy and discharge any indebtedness or liability under or by virtue of, or in any manner arising out of, the said last-mentioned contract.

And the said party of the first part does hereby make, constitute, and appoint the said parties of the second part, and the survivor of them, his true and lawful attorney, irrevocable for the purposes aforesaid, with all the powers necessary and proper for executing the trust hereby created, which it is lawful for the said party of the first part to confer upon them.

And the said party of the first part does hereby covenant and agree, to and with the said parties of the second part, that he will, whenever requested so to do, execute such other and further instruments as may be necessary and proper fully to vest in the said parties of the second part the property hereby intended to be conveyed,

or to enable them fully to execute the trusts herein and hereby intended to be created.

And the said parties of the second part hereby accept the trusts hereby reposed in them, and signify their acceptance thereof
1063 by executing these presents.

In witness whereof the said parties have hereunto interchangably set their hands and seals the day and year first above written.

P. CHOUTEAU, JR. [SEAL.]
U. A. MURDOCK. [SEAL.]
JOHN H. THOMPSON. [SEAL.]

Sealed and delivered in presence of—
JERE'H LAROCQUE.
GEO. H. TITUS.

UNITED STATES OF AMERICA, } ss:
State of New York, }

By this public instrument be it known to all whom the same doth or may in anywise concern, that I, Edwin F. Corey, a public notary in and for the State of New York, by letters patent under the great seal of State, duly commissioned and sworn, dwelling in the city of New York, do hereby certify that on the day of the date hereof before me personally appeared Jeremiah Larocque, subscribing witness to the annexed instrument, to me personally known, who being by me duly sworn in due form of law did depose and say that he resides in the city of New York; that he was well acquainted with Pierre Chouteau, Jr., Uriel A. Murdock, and John H. Thompson, and knew them to be the identical persons described in and who executed the annexed instrument; that said P. Chouteau, Jr., U. A. Murdock, and J. H. Thompson did sign, seal, and deliver the same as and for their act and deed in his presence, and they acknowledged the exe-
1064 cution thereof; that thereupon he, the said Jeremiah Larocque, subscribed his name as witness thereto.

{ NOTARIAL SEAL. } In testimony whereof I have subscribed my name and caused my official notarial seal to be hereunto affixed the first day of October, in the year of our Lord one thousand eight hundred and fifty-seven.

EDWIN F. COREY,
Notary Public of the State of New York.

Filed October 10, 1857, at 10 a. m.

OFFICE OF REGISTER OF DEEDS, } ss:
Ramsey County, Minnesota, }

I, Alex. Johnston, register of deeds of said county and State, do hereby certify that I have compared the foregoing paper writing with an original record now remaining in this office, and that the same is a correct transcript therefrom and of the whole of said original record as the same appears in Book L of mortgages, pages 445, 446, & 447.

SEAL OF REGISTER OF DEEDS.

In witness whereof I have hereunto subscribed my hand and affixed my official seal at the city of St. Paul, in said county, this eleventh day of June, A. D. 1877.

ALEX. JOHNSTON,
Register of Deeds.

1065 Supreme Court of the United States.

SAMUEL L. M. BARLOW, sole surviving executor of the last will, and trustee of the estate of John F. A. Sanford, deceased, ISABELLE SANFORD, widow of John F. A. Sanford, and EMILE C. SALA, children of the said John F. A. Sanford, deceased, Plaintiffs,

against

CHARLES P. CHOUTEAU and JULIA MAFFITT, the heirs at law and legatees and devisees of P. Chouteau, Jr., deceased, and CHARLES P. CHOUTEAU, EDWARD TESSON, and LOUIS V. BOGY, executors of the last will of the said P. Chouteau, Jr., VIRGINIA PEUGNET, late Virginia Berthold, and JULIA ANNE ADELE MORRISON, late Julia Anne Adèle Sarpy, heirs at law and legatees and devisees of the John B. Sarpy and PIERRE A. BERTHOLD, and CHAVIN LE BEAU, executors of the last will of the said said John B. Sarpy, deceased, REBECCA W. SIRE, widow and residuary legatee and devisee of Joseph A. Sire, deceased, and JOSEPH H. CORON, sole surviving executor of the last will of the said Joseph A. Sire, BENJAMIN C. SANFORD, JOHN S. PRINCE, and sundry other defendants named in the bill, against whom this bill was dismissed by the interlocutory decree herein, Defendants.

To the Honorable the Supreme Court of the United States:

The appeal of all of the above-named defendants, excepting those as against whom this suit was dismissed, respectfully showeth:

That upon the 14th day of January, 1876, the above-named complainants filed their bill in the Circuit Court of the United States for the District of Minnesota against the above-named defendants
1066 and appellants, averring in substance that Pierre Chouteau, Jr., John B. Sarpy, Joseph A. Sire, and John F. A. Sanford, deceased, in their lifetime and in the year 1842 formed a copartnership under the firm name of P. Chouteau, Jr., & Company, for the purpose of dealing in real and personal property at the city of St. Louis and in the region of country lying to the northward of that city. And that in the year 1849 the profits and losses of the co-

partnership business were to be shared in the following proportions: Pierre Chouteau, Jr., 48 per cent.; all the other partners, 17 and ½ per cent. each, which firm existed until the year 1852, when it was dissolved by mutual consent.

That the firm bought in its business large quantities of acre lands and town lots situate in the State of Wisconsin and in the then territory (now State) of Minnesota, for the profit and benefit of the said copartnership; which lots are described partly by schedules annexed to the bill and partly by general averment. (Schedules A & B.)

That the property in schedule A was conveyed to Charles W. Borup, then in the employment of the said firm at St. Paul, to be held by him and disposed under the direction and for the benefit of the partnership. That Borup, about September 5, 1855, conveyed the property described in schedule A, with divers other parcels belonging to the partnership and held by him in the same way, by a deed of which the grantee therein was named and designated as "Pierre Chouteau & Company." That the property described in Schedule B was bought by the firm and, except a portion of lot 5, block 30, of St. Paul proper, was conveyed by the parties from whom it was purchased to Henry H. Sibley, also an employee of the firm, to be held and disposed of
1067 under its directions and for its benefits. And that on September 14, 1855, said Sibley delivered to the said copartnership a deed of lot one, block 32, and of lot one, block 38, of St. Paul proper, together with divers other parcels held by said Sibley in the same way, in which deed the copartnership was named as grantees and was designated as "Pierre Chouteau, Junior, and Company;" that on September 15, 1855, said Sibley executed another deed of other property so held by him, designating the grantee as "Pierre Chouteau, Junior, & Company;" that on February 13, 1856, said Sibley executed another deed of other of said property, designating the grantee as "P. Chouteau & Co.;" that about March 29, 1857, the copartnership purchased lot 5, block 30, St. Paul proper, from Louie Roberts, who executed a deed in which the grantee is designated as "Pierre Chouteau, Junior, & Co.," composed of Pierre Chouteau, Junior, John B. Sarpy, and John F. A. Sanford, said Joseph Sire being then dead; that in addition to the property described in said schedules, there was of property so purchased and paid for by the said firm a large number of town lots in Saint Anthony, Belle Plaine, Sauk Rapids, Traverse de Sioux, St. Cloud, Hastings, and Mendota, and a large quantity of acre property in the counties of Ramsey, Washington, Dakota, Benton, Manomin, all in the present State of Minnesota. All of which lots and lands last mentioned were conveyed by deeds in which the copartnership was named as grantee, the same being designated as "P. Chouteau, Junior, & Co.,"
1068 and "Pierre Chouteau, Junior, & Co.;" all of which property has continued to remain the property of the said firm or of their representatives, in the shares above stated, and no change has been made in the legal title.

That Sire died in 1854, leaving a will by which his wife, Rebecca

W. Sire, was named as his sole devisee, and by which John B. Sarpy and Joseph H. Coron were named as executors, which will was duly admitted to probate and testamentary letters issued thereon.

That John B. Sarpy died in the year 1857, leaving a will by which his children, Virginia Peugnet, then Virginia Berthold, and Julia Anne Adele Sarpy, now Julia Anne Adele Morrison, were named as devisees of his estate, and by which Pierre A. Berthold and Chevin Le Beau were named as executors, which will was duly admitted to probate and letters testamentary issued.

That in the year 1857 John F. A. Sanford died, leaving his widow, Isabelle Sanford, and three children, Benjamin C. Sanford, John F. A. Sanford, and Emile C. Sanford, having made a will by which Frederick Gebhard and Samuel L. M. Barlow, and the survivor of them, were created executors and trustees of all his estate, real and personal, to carry out the trust of such will, which will was admitted to probate and letters testamentary duly issued to Gebhard and Barlow. The said Gebhard has since died, leaving said Barlow sole surviving executor & trustee. That the administration of the Sanford estate has not yet been completed.

That on December 1, 1859, Virginia C. Sanford granted
1069 and quitclaimed by deed unto Isabelle, Emile, and John F.
A. Sanford, in fee, all his interest and share as devisee or legatee under the will of John F. A. Sanford, or his heir at law to the estate of his late father, said Sanford.

That Pierre Chouteau, Junior, died in 1866, leaving, surviving, Charles P. Chouteau and Julia Maffit, his children; having made and published a last will, wherein they were named as his general and residuary legatees and devisees, and wherein Charles P. Chouteau, Edward P. Tossin, and Louis V. Bogy were named as executors; which will was admitted to probate in the year 1865, and letters testamentary were issued to the said executors.

That the said firm was dissolved by John F. A. Sanford retiring therefrom, and removing from St. Louis to the city of New York, to there reside and carry on business with said Pierre Chouteau, Junior; and that it was agreed between said Sanford and the other three copartners, and particularly the said Pierre Chouteau, Junior, as one of the conditions of the withdrawal of the said Sanford from the firm, that the said Sanford should release to the said Chouteau all his interest in and to the assets of said copartnership, except the lands and town lots thereof in Minnesota; in consideration of which, the said Chonteau should save him, the said Sanford, harmless, on account of the debts of the said firm, and should assure to him free from any debts or liability growing out of the partnership business; the share of him, the said Sanford, in and to the said lands and town lots being
17 and 1-3 100ths thereof. In pursuance of which agree-
1070 ment, the said Sanford did release to the said Pierre Chouteau, Junior, all his interests in the assets of said copartnership, excepting the said lands and town lots, and the said Chouteau

afterwards realized all of said assets so released, and applied the same to his own use.

That after the removal of said Sanford to New York, he there engaged in business with Pierre Chouteau, Junior, under the firm names of "Pierre Chouteau, Junior, & Co.," and "Chouteau, Sanford & Co.," in which he continued until his death. After his death, and in November, 1859, the said Pierre Chouteau, Junior, and the said Gebhard and Barlow, as such executors and trustees, entered into an agreement concerning all the mutual dealings between the said Chouteau and the said Sanford, in relation to the business of the New York firms, and concerning all indebtedness and liability of every nature and kind of the said Sanford to the said Chouteau; by the terms of which the said Gebhard and Barlow were to release to the said Chouteau all the interest of the said Sanford in the assets of the New York firms. And the said Chouteau was to release to the said Gebhard and Barlow, and to the heirs and legal representatives of the said Sanford, all claims and liabilities of every nature, against the said Sanford, or against his estate, due, or to become due, to the said Chouteau, on account of any of the prior transactions between them; which compromise was approved by the surrogate of the county of New York, November 25, 1859, by his order; and that about December 1, 1859, Gebhard and Barlow, to carry out said agreement, executed to Pierre Chouteau, Junior, their deed, whereby they released and quitclaimed to Pierre Chouteau, Junior, all
1071 the right, title, and interest which the said Sanford had in or to the assets of the New York firm. And for the same purpose the said Pierre Chouteau, junior, on the same day executed to the said Gerhard and Barlow a deed whereby he released and forever discharged the heirs, next of kin, legatees, devisees and the legal representatives of the said John F. A. Sanford, from all manner of action and actions, causes of action, suits, debts, dues, accounts, covenants, agreements, claims and demands, whether in law or in equity, which he ever had or which he ever might thereafter have against the said Sanford by reason of any matter, cause, or thing whatsoever.

That no accounting or settlement of the affairs or business of the St. Louis copartnership has ever been had except as hereinbefore stated.

That since the death of Sire, Sarpy, Sanford and Pierre Chouteau, junior, and in the years 1866 and 1867, and since, Charles P. Chouteau and Julia Maffitt, claiming as the heirs and devisees of Pierre Chouteau, junior, to be the owners of the legal title of all the aforesaid Minnesota real property, have sold and conveyed the same and received therefor large sums in moneys and securities amounting to more than two hundred and fifty thousand dollars. That these sales were made without the knowledge and consent of the heirs, devisees or legal representatives of John F. A. Sanford and in fraud of their rights; and that they were made for less than one-half of their actual value at the time of the sale, and for the purpose of defeating the rights of the plaintiffs in such property.

1072 That the property mentioned in schedules A and B is worth more than five hundred thousand dollars.

That the said Barlow has filed in the Probate Court of the county of Ramsey and State of Minnesota a duly authenticated copy of his letters testamentary. That the defendant, Prince, has for many years, at the instance of the other defendants, received the rents and profits of the said lots and lands with full knowledge of the rights of the plaintiffs. That the defendants wrongfully deny the rights of the plaintiffs to the lands and proceeds and have conspired to defeat the rights of the plaintiffs and of the heirs of the said Sanford; and that the said Sanford never, nor have the plaintiffs ever, received or enjoyed any part of the said lots or lands or the proceeds thereof.

That it is prayed by the said bill that the defendants account touching the affairs and property of the said copartnership and touching the proceeds of any such property; that there may be set off unto the plaintiffs as of the estate of the said Sanford seventeen and one-third one hundredth part of all such real property as has not been sold and conveyed by the said Charles P. Chouteau and Julia Maffitt to parties other than the heirs, legatees or legal representatives of the said Joseph A. Sire and John B. Sarpy, or to other parties for their use and benefit. That the plaintiffs recover from the said Charles P. Chouteau and Julia Maffitt as part of the estate of said Sanford, seventeen and one-third one-hundredth part of all sums received by them as the prices of the lands and lots sold and

1073 conveyed thereof as aforesaid other than the lands and lots described in schedules A and B; and that for such amount the plaintiffs be adjudged to have a lien upon the interests of the said Chouteau and Maffitt in and to the lots and lands described in schedules A and B, and that such interest be sold to satisfy such liens; and for such other and further relief as may be proper.

To which bill the appellants interpose an answer denying that the partnership ever bought or paid for any land for the purpose of holding or selling the same for the use, benefit or profit of said partnership or otherwise; and denying that among the lands so alleged to be bought the lands and lots described in schedules A and B annexed to the complaint were included. Alleging that all lots and lands owned by said partnership at the dissolution thereof were taken in payment and settlement of indebtedness due to the said firm by compromise or otherwise; and that all lands held by said firm at the dissolution thereof were formed and were part of the assets of said firm and liable and charged with the payment of the debts of said firm. It denies the allegation as to the property held by said Borup, alleging that the same was purchased by him and the title taken in his own name, without the knowledge or consent of the partnership, and was conveyed by him to another partnership afterward formed—partnership No. 3—in settlement of indebtedness due from Borup to said new firm.

1074 That same declaration and allegation as to the property held by Sibley.

It denies that the said firm purchased lot 5 from Louis Roberts, and says that the purchase was made long after the dissolution of the firm, and that Sanford had no interest therein and contributed nothing to the purchase thereof. That his name was inserted in the deed by mistake and clerical error, and that there was never any firm known as Pierre Chouteau, Junior, & Company, composed of Pierre Chouteau, Junior, John B. Sarpy, and John F. A. Sanford.

It alleged that all the lots in the towns named in the complaint, held or owned by the partnership or in said partnership name prior to the dissolution thereof—which dissolution was made by mutual consent December 31st, 1852—were then and there firm assets and taken in the ordinary business of said firm in payment or settlement of debts theretofore owing to it and not otherwise.

It denies that any part of the lots or lands described in the complaint or referred to were after the dissolution of said partnership conveyed or intended to be conveyed to any firm or partnership in which said John F. A. Sanford was a member or in anywise interested.

It denies that said property or any part of it was or continued to be the property of said copartnership dissolved as aforesaid, or of the members thereof or of their legal representatives in the shares stated in the complaint or otherwise.

It alleges that on December 31st, 1852, the copartnership in the complaint named was duly dissolved and said Sanford with-
1075 drew therefrom, and then and there, for a valuable consideration to him paid by said P. Chouteau, Junior, did sell, assign, transfer, and set over to said Chouteau, all and singular, his share and interest in and to the interests and assets of said partnership of every kind and description whatsoever, including his interest, if any, he had as a member of said firm in and to the said lots and lands described in the complaint and every part thereof; and from thenceforth never had or claimed any interest or right to share in the proceeds of any of said lands or lots.

That after the withdrawal of the said Sanford the business theretofore transacted by said copartnership was continued by P. Chouteau, Junior, John B. Sarpy, and John A. Sire under the same firm name of Pierre Chouteau, Junior, and Company; and all conveyances of land taken in such firm name after the dissolution were taken for the benefit of said three last named parties as such firm and not otherwise.

It denies that the agreement between Sanford and the other members or the firm on the dissolution thereof is correctly set forth in the complaint, and alleges that the agreement was that in consideration that Chouteau should save Sanford harmless on account of the debts of the St. Louis partnership Sanford would and did then and there release and transfer to Chouteau all his interest in and to the assets and property of said copartnership, including his interest, if any he had, in and to the lands and lots in Minnesota.

It denies that Chouteau ever agreed to assure to Sanford, free from any debt growing out of said partnership affairs, seven-
1076 teen and one-third one-hundredths part or any part of said lands or lots in Minnesota.

It alleges that in and by the deed mentioned in the complaint delivered by said P. Choutean, Junior, to said Gebhard and Barlow, said Chouteau expressly reserved his rights to collect and dispose of for his own sole use and benefit all the assets of the St. Louis copartnership dissolved as aforesaid in accordanee with the transfer thereof to him by said Sanford.

It alleges that at the dissolution of the said copartnership the firm was indebted in the sum of $438,176.28, and that the assets of the firm, exclusive of the interest of any of said copartnership in lands and lots in Minnesota and elsewhere were greatly insufficient to liquidate said indebtedness, as said Sanford well knew. That after collecting and applying all available assets to the payment of such debt there remained unpaid thereof on May 1st, 1880, more than $212,000, which was wholly paid and advanced by said P. Chouteau, Junior, in his lifetime, with the assent of the executors of Sarpy and Sire, which assent was upon agreement that the shares of said indebtedness for which the estates of Sarpy and Sire were liable should be refunded to said Chouteau from the proceeds of sale of lands and lots in Minnesota remaining unsold, the title in fee to all which was then in the said P. Chouteau, Junior. That such agreement was not carried into effect during the lifetime of the said Chouteau, and the title to all lands and lots unsold having vested in said P. Chou-
teau and Julia Maffitt, they, to carry out and complete said
1077 arrangement, proceeded to sell and dispose of all said lands and lots remaining undisposed of, and the entire proceeds of the sales were used in the payment to them as heirs at law and sole legatees of said P. Chouteau, Junior, of the said unpaid balance remaining due and owing to said P. Chouteau, Junior, by reason of the payment by him of the said copartnership indebtedness as before set forth, being the same sales mentioned in the complaint, which sales were made, with full knowledge of the complainants, at public auction after full notice, who never objected to the sales. They never paid or offered to pay any part of the taxes upon the property nor made any attempt to take possession thereof, or to set up any claim thereto prior to the commencement of this suit.

It denies the allegations of fraud.

It alleges the value of the property described in schedules A & B to be not more than $300,000.

It denies that Prince received the income of the property with notice or knowledge of the pretended rights of the complainants.

It denies the other matters set up in the complaint and alleges that more than six years have elapsed since the accrual of any of the pretended causes of action set out in the complaint.

1078 That the cause was thereafter duly heard upon the pleadings and proof, and that on the —— day of ————, A. D. 1880,

the said Circuit Court made and pronounced its final decree in the cause, wherein it was in substance adjudged and decreed: That the plaintiff Barlow and the other plaintiffs are the owners in fee-simple and are entitled to the possession as tenants in common of an undivided seventeen and one-third one-hundredth part of each and every of a large number of parcels of land fully set out in said decree, which is hereby referred to, and situate in the State of Minnesota, and described and mentioned in the complaint; and adjudging and decreeing that a partition of all such land be made between the parties in the proportions aforesaid, and adjudging that the defendants, P. Chouteau and Julia Maffitt, pay within three months from the date of the entry of the decree to the plaintiffs the sum of ——— dollars, the same being seventeen and one-third one-hundredth part of the value of the lots and lands sold in the years 1866 and 1867, referred to in said decree; and to secure the payment of such sum that the plaintiffs have a lien upon all the interest of the said Chouteau and Maffitt in certain parcels of land described in the said decree. And further adjudged, that the defendant Chouteau pay within three months after the date of the entry of the decree to the plaintiffs the sum of ——— dollars, the same being seventeen and one-third one-hundredth part of the balance of the income of that portion of said lots and parcels claimed to be by him held in severalty, and
1079 of the proceeds of lots and lands by him sold and conveyed since the year 1867, as found by the master; and that to secure the payment of such sum the plaintiffs have a lien upon all his interest in certain parcels of land described in the decree. And that the defendant Julia Maffitt, within the period of three months after the date of the entry of this decree, pay to the plaintiffs the sum of ——— dollars, being seventeen and one-third one-hundredths part of the balance of the income of that portion of certain lots and parcels of land claimed to be held by her in severalty, and of the proceeds of lots and lands sold by her since the year 1867, as found by the master; such payment being *to* secured by a like lien upon her interest in certain parcels of land described in the decree. And that the defendant Rebecca W. Sire, within the period of three months from the date of the entry of said decree, pay to the plaintiffs the sum of ——— dollars, being seventeen and one-third one-hundredth part of the balance of the income of that portion of the said lots and parcels of land claimed to be by her held in severalty, and of the proceeds of lots and lands by her sold and conveyed since the year 1867, as found by the master; such payment being secured by a like lien upon certain property described in the decree. And that the plaintiff pay to the heirs and representatives of John B. Sarpy the sum of ——— dollars, the same being seventeen and one-third one-hundredth part of the balance of the expenditures over receipts on account of that portion of said lands and lots claimed to be held by the said heirs of the said John B. Sarpy in severalty, as found by the master; which payment is secured by a like lien upon property
1080 described in the decree.

That in case the said several sums are not paid as directed, then that the said parcels of land shall be sold to pay said sums.

That the rights of the several parties in said real estate, in so far as the rents, issues, and profits thereof and expenditures on account of the maintenance of the same are concerned, are to be regarded as having been settled and determined by the decree only up to the first day of January, A. D. 1870.

That the plaintiffs shall recover the costs of all the defendants except Sanford and Prince, and that the bill be dismissed as to all the defendants except those who pray for this appeal.

Wherefore these appellants appeal from the whole of said decree of said Circuit Court of the United States, and respectfully pray that the decree of the said Circui Court, and that the bill, answer, pleadings, deposition, evidence, and proceedings in the said cause may be sent to the Supreme Court of the United States without delay, and that the said Supreme Court will proceed to hear said case anew, and that the said decree of the Circuit Court of the United States, and every part thereof, may be reversed, and a decree be made dismissing said bill with costs, or such other decree as to the Supreme Court may seem just.

Dated ———, A. D. 1880.

———— ————,
Solicitors for Appellants.

———— ————,
Counsel.

1081 The Honorable Rensselaer R. Nelson, one of the Judges of the United States Circuit Court for the District of Minnesota, to Samuel L. M. Barlow, sole surviving executor of the last will and trustee of the estate of John F. A. Sanford, deceased, Isabelle Sanford, widow, and John F. A. Sanford and Emile C. Sala, children of the said John F. A. Sanford, deceased:

Whereas Charles P. Chouteau, Julia Maffitt, Edward P. Tesson, Louis V. Bogy, Virginia Penguet, Julia Ann Adele Morrison, Pierre A. Berthold, Chauvin Le Beau, Rebecca W. Sire, Joseph H. Coron, Benjamin C. Sanford, John S. Prince have lately appealed to the Supreme Court of the United States from a decree lately rendered in the Circuit Court of the United States for the District of Minnesota, made in favor of you, the said Samuel L. M. Barlow,
1082 Isabelle Sanford, John F. A. Sanford, and Emile C. Sala, and said appeal being hereby allowed, and have filed the security required by law—

You are, therefore, hereby cited to appear before the said Supreme Court at the City of Washington on the second Tuesday of October next to do and receive what may appertain to justice in the premises.

Given under my hand at St. Paul, in said circuit, this 21 day of September, A. D. 1880.

R. R. NELSON, *Judge.*

(Indorsed:) U. S. Circuit Court, District of Minnesota; Samuel L. M. Barlow et al. v. Charles P. Chouteau et al.; citation; due service admitted this 21 day of September, A. D. 1880; Gilman & Clough, sols. for complt.; filed Sep. 21, 1880; H. E. Mann, clerk.

1083 United States of America.

CIRCUIT COURT OF THE UNITED STATES, } ss:
District of Minnesota, }

I, H. E. Mann, clerk of said Circuit Court, do hereby certify and return to the Honorable the Supreme Court of the United States that the foregoing, consisting of —— pages, numbered consecutively from —— to ——, inclusive, is a true and complete transcript of the records, process, pleadings, orders, final decree, and all other proceedings in said cause, (except the demurrers of the defendants other than the appellants, the orders overruling the same, their answers, and plaintiff's replications thereto,) and of the whole thereof, as appears from the original records and files of said court; and I do further certify and return, that I have annexed to said transcript and included within said paging the original citation, together with the proof of service thereof.

In witness whereof I have hereunto set my hand and affixed the seal of said court, at St. Paul, in the District of Minnesota, this fourth day of November, in the year of our Lord one thousand eight hundred and eighty, and of the Independence of the United States the one hundred and fifth year.

H. E. MANN, *Clerk*.

110-238

OFFICE SUPREME COURT U. S.
FILED
JAN 2 1881
JAMES H. McKENNEY, Clerk.

110-238

SUPREME COURT

OF THE UNITED STATES.

CHAS. P. CHOUTEAU et al., Appellants,

vs.

S. L. M. BARLOW et al., Respondents.

STATEMENT and ARGUMENT

IN BEHALF OF THE APPELLANTS.

BY

MELVILLE C. DAY,

Counsel for Appellants.

ST. LOUIS, MO.:
PRINTED BY THE CENTRAL LAW JOURNAL.
1881.

IN THE

Supreme Court of the United States.

SAMUEL L. M. BARLOW, Surviving Executor of the Last Will and Trustee of the Estate of John F. A. Sanford, Isabel Sanford, John F. A. Sanford, and Emile Sala,

vs.

Charles P. Chouteau, Julia Maffitt; Charles P. Chouteau, Edward P. Tesson, and Lewis V. Bogy, Executors of the Last Will of Pierre Chouteau, Jr., deceased, Virginia Penguent, Julia Anne Adelle Morrison; and Pierre A. Berthold and Chauvin LeBeau, Executors of the Last Will of John B. Sarpy, deceased; Rebecca W. Sire, Joseph H. Conn, Benjamin C. Sanford, John S. Prince, *et al.*

STATEMENT OF CASE.

PLEADINGS.

This suit was instituted on January 14, 1876, in the United States Circuit Court for the District of Minnesota, and was brought on behalf of the surviving executor and

the heirs of John F. A. Sanford, against the heirs and representatives of Pierre Chouteau Jr., John B. Sarpy and Joseph A. Sire, (and also against numerous other defendants, purchasers of property as to whom the suit was subsequently dismissed by the decree of the court.)

THE BILL OF COMPLAINT avers (printed record, page 3) that Chouteau, Sarpy, Sire and Sanford, all of whom are alleged to be deceased, did, in their life-time and in the year 1842, form a copartnership under the name of P. Chouteau, Jr. & Co., in the capital and profits and losses of which Chouteau had an interest of 58 per cent., Sarpy and Sanford each 16 per cent, and Sire 10 per cent; that subsequently, and in the year 1849, a new arrangement was made whereby Chouteau was to have thereafter in the copartnership an interest of 48 per cent., and each of the other partners 17 1-3 per cent.; that this copartnership continued to do business under the last-named arrangement until some time in the year 1852, when it was dissolved by mutual consent of all the partners. The answer (19) admits the above allegations.

(The firms above referred to were subsequently called and are designated in the record respectively, as "P. Chouteau, Jr. & Co. No. 1," and "P. Chouteau, Jr. & Co. No. 2.")

The bill avers (3) that during the existence of the said copartnership it purchased, with copartnership funds, large quantities of acre land and town lots situated in the State of Wisconsin and in the present State of Minnesota, for the purpose of holding the same for the profit and benefit of the said copartnership, which are described in schedules annexed to the bill designated as "A." and "B."; that when the property described in schedule "A." was purchased by the firm, the same was, for the sake of convenience, conveyed by the parties from whom such property was purchased, to one Charles W. Borup, then in the employment of the firm, to be by him held and disposed of in accordance with the directions and for the benefit of the

copartnership; that on September 5, 1855, Borup, at the request of the copartnership, executed and delivered to it a deed of all the property described in schedule "A." with other parcels of property belonging to the partnership, in which deed the copartnership was named as grantee under the name of Pierre Chouteau, Jr., & Company; that when the property described in schedule "B." was purchased by said copartnership, the same, for the sake of convenience in dealing with such property, was conveyed by the parties from whom the property was purchased, to one H. H. Sibley, then acting for the said copartnership, to be by him held and disposed of in accordance with the directions and for the benefit of the copartnership; that subsequently and by deeds dated respectively September 14, 1855, September 15, 1855, and February 18, 1856, the said Sibley, at the request of said copartnership, conveyed the property held and acquired by him as aforesaid to "P. Chouteau, Jr. & Co." That in addition (5) to the property described in schedules A. and B., there was purchased and paid for by the copartnership a large number of town lots in the towns and villages of Saint Anthony, Belle Plaine, Sauk Rapids, Traverse de Sioux, Saint Cloud, Hastings and Mendota, and large quantities of acre property in the counties of Ramsey, Washington, Dakota, Benton and Manomin, then in the territory of Minnesota; that all of the above described property has continued to remain the property of the said copartnership and of its members, in proportions of their respective interests in the firm. The bill further avers that Sire died in 1854, Sarpy and Sanford in 1857, and Chouteau in 1865. That the copartnership was dissolved by Sanford retiring therefrom, and that (8)

"It was agreed upon between the said Sanford and the other three copartners, and particularly the said Pierre Chouteau, Jr., as one of the conditions of the withdrawal of the said Sanford from the copartnership, that he, the said Sanford, should release to the said Chouteau all his interest in and to the assets of the said copartnership, except the lands and town lots in Minnesota; and that, in consideration thereof, and of his withdrawal from said copartnership, the said Chouteau should

save him, the said Sanford, harmless on account of the debts of the said copartnership, and should assure to him, free from any debt or liability growing out of the copartnership affairs, the share of him, the said Sanford, in and to the said lands and town lots, being 17 1-3 100ths part thereof. In pursuance of such agreement the said Sanford did, as your orators are informed and believe, upon the dissolution of the said copartnership, and as part of the arrangement between the copartners for such dissolution, release to the said Pierre Chouteau, Jr., all his interest in the assets of said copartnership except in the said lands and town lots; and the said Chouteau afterwards, and in his lifetime, realized all said assets so released and applied them to his own use."

The bill also avers that no accounting or settlement of the affairs and business of the copartnership has ever been had except as above stated; that subsequent to the death of the partners, and in the years 1866 and 1867, and since those years Charles P. Chouteau and Julia Maffitt, the heirs at law and devisees of Pierre Chouteau, Jr., claiming to be the owners of the legal title of all of said real property, had sold the town lots and acre lands last above described, and also a portion of the lots described in schedules A. and B.; which sales are averred to have been made without the knowledge of Sanford's heirs or legal representatives. Various purchasers of these pieces of property were originally made parties to the bill, it being averred that they had received their respective conveyances with full knowledge of the interest of Sanford's heirs and legal representatives therein, but the court dismissed the bill as to them.

The bill prays (12) that the defendants be required to account touching the affairs and property of the said copartnership; that there be assigned and set off to the complainants, as of the estate of said Sanford, 17 1-3 100ths of all the lots described in schedules A. and B., and of any other real property owned by the said firm that has not been sold by said Charles P. Chouteau and Julia Maffit to parties other than the heirs, legatees or legal representatives of the said Sire and Sarpy, and that complainants recover from Charles P. Chouteau and Julia Maffitt 17 1-3 100ths of all sums received by them as the price of the lands and lots sold

by them, other than the lands and lots described in schedules A. and B.

THE ANSWER denies (19) that the copartnership bought or paid for with copartnership funds, the lands referred to in the bill, for the purpose of holding or selling the same for its profit or benefit.

"On the contrary, these defendants say that all lots or lands, whether in said schedules described or not, or in said complaint referred to, which were held or owned by said copartnership at the dissolution thereof, were taken in payment of or in settlement or compromise of indebtedness due to said partnership from persons then indebted thereto, and not otherwise; and all lots and parcels of land held by said partnership at the date of dissolution thereof, formed and were a part of the assets of said partnership at the date of the dissolution thereof, and were then and there liable and chargeable with the payment of the debts of said partnership."

The defendants deny that the property mentioned in schedule A. was acquired by Borup for the benefit of the partnership, and aver that (20) said Borup purchased said property and took the conveyance thereof in his own name, without the consent or knowledge o. said partnership, and conveyed the same to the new partnership, formed after the dissolution, in settlement of his indebtedness owing to said new partnership. It is denied that the property described in schedule B. was taken in the name of Sibley for the benefit of the firm; on the contrary, it is declared that the property was received from Sibley in settlement of indebtedness owing to the said new partnership formed after the dissolution. It is averred (20) that all the lots in Saint Anthony, Belle Plaine, Sauk Rapids, Traverse des Sioux, St. Cloud, Hastings and Mendota, and in the counties of Ramsey, Washington, Dakota, Benton and Manomin, which were owned by the partnership prior to the dissolution thereof, were firm assets taken in the ordinary business of the firm in payment or settlement of indebtedness theretofore owing to it. It is denied (21) that any part of the lots in the bill described or referred to as having been con-

veyed after the dissolution of the firm was intended to be conveyed to any firm in which Sanford was a member or in any wise interested.

"On the contrary thereof, these defendants say that on the 31st day of December, 1852, said copartnership in said bill of complaint named was duly dissolved, and said John F. A. Sanford withdrew therefrom, and then and there, for a valuable consideration to him paid by said Pierre Chouteau, Jr., did sell, assign, transfer, and set over unto the said Pierre Chouteau, Jr., all and singular his share and interest in and to the assets of said partnership of all and every kind and description whatsoever, including his interest (if any be had) as a member of said firm in and to the said lots and lands in said bill of complaint described, and all and every part and parcel thereof, and from thenceforth said Sanford never had or claimed to have any interest in or right to a share in the proceeds of said lands or lots; that after the withdrawal of said Sanford from said copartnership, the business theretofore transacted by said copartnership at St. Louis and in Minnesota was continued by said Pierre Chouteau, Jr., John B. Sarpy and Joseph A. Sire, under the firm-name of Pierre Chouteau Jr., & Co., and all conveyances of land taken in such firm-name, from and after the dissolution aforesaid, in any manner or for any purpose, were taken solely and exclusively for the benefit of said three last-named parties as such firm and not otherwise."

The answer further denies that Chouteau at any time agreed to assure to Sanford free from any debts or liabilities growing out of said copartnership affairs, 17 1-3 100ths or any part whatever of said lands or lots in Minnesota. It is averred (22) that the copartnership at the time of its dissolution was indebted in the sum of $438,176.28; that the assets of the firm exclusive of the interest (if any) of the copartnership in lands in Minnesota and elsewhere was insufficient to liquidate said indebtedness; that on May 1, 1860, there still remained an indebtedness of $212,000, which was advanced and paid by Pierre Chouteau Jr., in his lifetime with the assent of the executors of Sarpy and Sire; that it was agreed by the executors of Sarpy and Sire, that the amount for which their estates were severally liable should be refunded to Chouteau from the proceeds of the sale of the lands and property in Minnesota; that this arrangement was not carried into effect during Chouteau's lifetime, and that Charles P. Chouteau and Julia Maffit subsequently sold and disposed of the remaining property and used the

proceeds thereof to pay them as the heirs and legatees of Pierre Chouteau Jr., the amount remaining due by reason of the payments he had made for the firm; that those sales were made in good faith for full value after having been duly advertised and with full knowledge of the complainants in this case. The answer further avers by way of defense, that more than six years have elapsed since the accrual of any of the pretended causes of action set out in the said bill of complaint."

AN INTERLOCUTORY DECREE was entered in the case on Aug. 13, 1878, as follows: (26)

I. I find that in 1852, the firm of P. Chouteau, Jr., & Co., No. 2, consisted of four persons, and the assets of the copartnership were owned and the profits and losses were to be shared in the following proportions:

Pierre Chouteau, Jr.,	48	per cent.
John B. Sarpy,	17 1-3	"
John F. A. Sanford,	17 1-3	"
Joseph A. Sire,	17 1-3	"

II. That the copartnership was dissolved in 1852 by the mutual agreement of all the parties.

III. That a large amount of real property was owned by the copartnership in the Territory (now State) of Minnesota at the time of the dissolution, having been purchased with copartnership funds.

IV. That the legal title to the property was at that time in Charles W. Borup and H. H. Sibley, persons acting for said copartnership, and was by them in 1855 conveyed to the firm of Pierre Chouteau, Jr., & Co., composed of Chouteau, Sire, Sarpy, and Sanford; and also in 1857 other real property mentioned in the bill of complaint was purchased for the benefit of the copartnership.

V. That at the time of the dissolution of said copartnership it was agreed between John F. A. Sanford and the other partners, *inter alia*, that he, the said Sanford, should release to Chouteau all his interest in and to the assets of the copartnership except the real property in Minnesota, and that in consideration of his withdrawal from the said partnership, the said Chouteau should save him, said Sanford, harmless on account of the debts of said copartnership, and should assure to him free from any debt or liability growing out of said copartnership affairs the share of him, the said Sanford, in and to said real property, lands, and town lots, being 17 1-3 100th part thereof.

VI. That in pursuance of the agreement Sanford released his interest in the assets to Chouteau, except the lands and town lots, and during his lifetime Chouteau realized all the said assets.

VII. That Joseph A. Sire died in 1854, Sarpy in 1857, Sanford in 1857, and Pierre Chouteau, Jr., in 1865, all leaving heirs, devisees, and legal representatives, and there never has been any accounting of the business of the copartnership except as stated in the bill of complaint, which is referred to.

VIII. That since the death of the said Sire, Sarpy, Sanford, and Chouteau, and in the years 1866 and 1867, and since then, the defendants, Charles P. Chouteau and Julia Maffitt, claiming as the heirs at law and devisees of the said P. Chouteau, Jr., to be owners of said real property in Minnesota town lots and lands, have sold property outside the City of St. Paul, in Minnesota, and have received large sums in money and securities, and have also sold and conveyed to various persons, including the several defendants mentioned specially in the bill of complaint as purchasers, a large amount of property situated in the City of St. Paul aforesaid, and received therefor a large amount of money and securities without the consent of the heirs or representatives of said Sanford, and without paying or tendering to them any part or portion thereof.

IX. That the amount of real property remaining unsold, which was conveyed by said Borup and Sibley to the firm of P. Chouteau, Jr., & Co., purchased for the benefit of the partnership, is large and of sufficient value to meet any and all claims made by complainant on account of the sale and conveyance of the property to the defendants named as purchasers in the bill of complaint, and admitted in the answer.

CONCLUSIONS.

By the terms of the dissolution of the copartnership of P. Chouteau, Jr., & Co., No. 2, Sanford was to retain his interest in the Minnesota real estate, being 17 1-3 100th part thereof; and the complainants, as the representatives of the estate of John F. A. Sanford, are entitled:

1st. To 17 1-3 100th part of all the real estate mentioned in the bill of complaint or in the schedules attached thereto, not sold to parties other than the representatives of P. Chouteau, Jr., Sarpy and Sire.

2d. It is ordered that an account be taken of all the real estate sold since the dissolution of the firm of P. Chouteau Jr., & Co., by the retirement of J. F. A. Sanford, to parties other than the representatives of the said partners.

3d. That in stating said account the lands and town lots sold to third parties in 1866, 1867, be valued at their present value, less improvements made by the purchasers.

4th. That in said account shall be stated the amount of all taxes paid by Charles P. Chouteau and Julia Maffitt upon the property sold at the time of the conveyance, and also the amount of taxes paid upon the property unsold to date, and such sum as may have been necessarily expended in the care and custody of the property.

5th. That after the deduction of taxes and the amount necessarily expended for management of the property, and on confirmation of the master's report, it is ordered and adjudged that a decree be entered in

favor of complainants, against the said defendants Charles P. Chouteau and Julia Maffitt, for the amount of 17 1-3 100th part of the remainder, which shall be enforced and satisfied out of the interest of said defendants in the real property described in the bill of complaint or schedules unsold.

6th. That the bill of complaint against all parties defendants, other than the representatives of P. Chouteau, Jr., Sarpy, and Sire, be dismissed, but without costs.

7th. That H. E. Mann, Esq., be, and he is hereby, appointed the master to take the account and report.

In pursuance of the interlocutory decree a hearing was had before the master, whose report was filed August 2, 1880. Exceptions (147) were duly taken to the report of the master, as had also been done (28) in reference to the preliminary decree; and on September 21, 1880 (149) the court rendered

A FINAL DECREE, in which it was decreed, (151) that the complainants, as the heirs and legal representatives of John F. A, Sanford, are the owners in fee simple, and are entitled to the possession as tenants in common, of an undivided 17 1-3 100ths of certain lands described in the bill of complaint and decree. The decree ordered (155) Charles P. Chouteau and Julia Maffitt to pay the plaintiffs the sum of $36,646.56, being 17 1-3 100ths of the value of the lands sold by them in 1866 and in 1867; that Charles P. Chouteau individually pay the plaintiffs $7,793.87, being the balance of the income of lands claimed to be held by him in severalty and the proceeds of lands sold by him since the year 1837; that Julia Maffitt pay the plaintiffs the sum of $8,178.57, being 17 1-3 100ths of the balance of the income of the lands claimed to be held by her in severalty and of the proceeds of lands sold by her since 1867; that Rebecca W. Sire, the legatee of Joseph A. Sire, pay the plaintiffs the sum of $1,214.08, being 17 1-3 100ths of the income of that portion of the lands claimed to be by her held in severalty and of the proceeds of lands sold by her since the year 1867; that the plaintiffs pay to the representative of John B. Sarpy deceased the sum of $772.16, being the balance of expenditures over receipts on account

of lands claimed to be held by the heirs of Sarpy in severalty. These different sums adjudged against the defendants, amounting to $53,060.92, are declared to constitute liens upon the property by them respectively owned. The decree further declares (158) that the rights of the several parties in the said real estate so far as rents, issues and profits and expenditures aro concerned, are to be regarded as having been determined by the decree up to January 1st, 1879.

STATEMENT OF EVIDENCE.

I.

As will be seen, the decree in this case rests upon the fact, as found by the court below, that there was an agreement, at the time of the dissolution of the firm of P. Chouteau Jr. & Co. No. 2, that Sanford should be released from all liabilities of the firm and should retain his interest in the lands in Minnesota belonging to the firm at the time of the dissolution. If it shall be found by this court, that no such agreement is proved by the evidence to have existed, or, that the property in controversy in the case, or any portion thereof, did not belong to the firm, at the time of the dissolution, then the decree must necessarily be reversed.

The sole evidence, as to the existence and character of that agreement, rests upon the testimony of the witness, S. L. M. Barlow, given in this case (159) Dec. 7, 1876, and is as follows:

(160) "I have seen that agreement and it was at one time in the possession of Mr. Gebhard and myself. I saw the agreement in the years 1858 and 1859, at the time of the negotiations for a compromise between Mr. Jno. F. A. Sanford's representatives and Mr. Pierre Chouteau, junior, of the claims of the latter against the estate of Sanford for his share of the losses of the New York house. The next and last time I remember to have seen this contract was in the year 1861, at the time when I assisted in preparing an answer to the bill filed in Minnesota, by Mr. Chouteau, for the sale of the lands in question in this suit. I re-

member the contents of that contract. It was in the shape of a letter signed in the firm-name of Pierre Chouteau, junior, & Co., addressed to Mr. Jno. F. A. Sanford, and responded to by him as of the same date, assenting to the terms proposed in the letter. These terms were that from that date Mr. Jno. F. A. Sanford should retire from all connection with the St. Louis house, with the view of establishing a house in New York in connection with Mr. Chouteau, in which neither Sarpy nor Sire would have any interest; and it was agreed that the remaining partners in the St. Louis house should be entitled to all the assets and property of that firm, should have sole power to settle its business, that *they* would relieve Mr. Sanford from all liabilities (161) and obligations connected with the St. Louis firm, and that his interest in the Minnesota lands owned by the said St. Louis firm should be retained by him absolutely. I was cognizant of the existence of this contract for many years previous to Mr. Sanford's death, but it came into my possession at the time of my negotiations with Mr. Chouteau in 1858 and 1859, and was in the possession of the counsel of the executors, Mr. Gebhard and myself, at the time of the drawing of our answer to the bill of Mr. Chouteau in Minnesota.

(161) The agreement to which I refer is lost. I have made every possible examination of all my own papers, of the papers of my firm, of the papers of Mr. Gebhard and those of the firm of Platt, Gerard & Buckley, who were the counsel of Mr. Gebhard and myself in the suit last above referred to, and no trace of that agreement or any copy of it can be found. I believe that the same must have been sent to Minnesota at the time of the existence of the suit in question and was lost, or, at any rate, was not returned from there.

CROSS EXAMINATION.

(164) Q.— You have testified to an agreement between John F. A. Sanford and the St. Louis firm of P. Chouteau, junior, & Co., in the form of letters by each to the other; when and where did you first see that agreement or those letters?

A.— I don't think I ever saw the letters until after Sanford's death, when they were found among the papers of the deceased, and were in possession of Mr. Gebhard and myself.

Q.— How many times in all did you ever see and examine those letters?

A.— I cannot say how many times, but a great many. The first time when I had occasion to examine them carefully was at the time when Mr. Jeremiah Larocque drafted the original answer of the executors to the bill filed by Mr. Chouteau for partition, which I have referred to in my direct examination. That was the first time I had occasion to examine them carefully.

Q.—When and where and in whose possession did you last see those letters?

A.— My recollection is that the last time I saw them they were in the

possession of Mr. Platt, at the time of the drawing of the amended answer to the same bill, when at our request he went to Minnesota for the purpose of filing the amended answer in the same action.

Q.— Did you on that occasion leave these letters in the possession of Mr. Platt?

A.— Either Mr. Platt or Mr. Gebhard; I am not positive.

Q.— In whose possession were the papers of the estate kept?

A.— Exclusively in the possession of my co-executor, Mr. Gebhard, until his decease, when they were returned to me by his executor, Mr. Wm. Gebhard.

Q.— Have you ever seen these letters since the decease of Mr. Gebhard?

A.— No.

Q.— Have you any recollection of ever having seen them since the time when you stated you saw them in possession of Mr. Platt or Mr. Gebhard?

A.— No; I am quite certain I have not. I am not absolutely certain that I have seen these letters since they were in the possession of Mr. Jeremiah Larocque, who drafted the original answer to the bill in Minnesota, although I think they were in the possession of Mr. Platt when he went to the west with the amended answer.

Q.— Did you know what was done with those letters after you last saw them?

A.— I do not.

Q.— At the time when you saw them in the possession of Mr. Platt, Mr. Platt was about going out west with the papers connected with the litigation?

A.— He drafted the answer here, and went to the west. I am confident that we had them at that time, and that he had them, though my recollection of them has reference more distinctly to the time when Mr. Larocque drew the first answer, some months previously.

Q.— How many times in all do you recollect to have read those letters yourself?

A.— I cannot answer with any definiteness; I don't know that I ever read them very carefully except at the time when this answer was being drawn.

Q.—Do you know in whose handwriting those letters were, or either of them?

A.— No.

Q.— Do you know the signature of either or both?

A.— Of both; the first was signed by Mr. Chouteau in the name of his firm; and the second was signed by Mr. Sanford, being a brief response admitting the receipt of the letter, and acknowledging that that was the understanding. The signature was simply the firm-name of P. Chouteau, junior, & Co., in the handwriting of P. Chouteau, junior.

Q.— Can you state the date of the letter signed P. Chouteau, Jr., & Co.

A—. No, except inferentially.

Q.— Can you state the place from which it was addressed?

A.— St. Louis.

Q.— Can you state the date of the letter signed by John F. A. Sanford?

A.— No sir; the dates were nearly the same.

Q.— Both of these letters which you read were originals, not copies?

A.— Yes; the whole of them. I don't know but what Mr. Sanford's was a copy of the original sent, but it was signed by Sanford. The letter from Mr. Chouteau I am quite confident was not in the hand of Mr. Chouteau, but in the hand of some other person.

Q.— Will you please state, as accurately as you can, the form and language of these letters?

A.— The first was dated at St. Louis, and addressed to Mr. John F. A. Sanford, and recited the fact that it had been agreed that from that date his interest in the firm of P. Chouteau, junior, & Co., of St. Louis, should terminate, and that the assets and business of the firm should be continued for the benefit of the remaining partners, who agreed to assume all the responsibilities of the firm from that date, with a reservation at the close of the letter that Mr. Sanford's interest in the Minnesota property or purchase, according to my recollection (2) I won't be certain whether it was property or lands,— should remain in him. In one of the letters (I think the St. Louis) there was a reference to the fact that Mr. Sanford was about to or had established a firm in New York, in which Mr. Sanford and Mr. Chouteau alone were interested, to the exclusion of Sarpy and Sire. The fact appeared in the letter that a New York house was about to be established, or was established, in which Sarpy and Sire would have no interest. Sanford's response was exceedingly brief and contained merely an assent to the terms proposed or suggestion in the first letter. That is as near as I can recollect the contents of the letter.

Q.—Can you state whether the reference to the Minnesota property in that letter spoke of interest in the Minnesota lands or in the Minnesota "outfit"?

A.—I am confident that it was not "outfit." It was either lands or

having been made by the firm of P. Chouteau, Jr., & Co., of St. Louis and Mr. Sanford, at the time of Mr. Sanford's retirement in 1852. had you been informed of the existence of any such agreemnt before the matter of the compromise was entered upon?

A.—I knew that Mr. Sanford claimed an interest in the Minnesota lands in his lifetime. I do not know that I knew of any agreement about it at that time, or had even heard about it. The simple fact was referred to; the part of Mr. Sanford's interest in the Minnesota lands was referred to by Mr. Chouteau in the course of the negotiations which led to the compromise after Mr. Sanford's death. I think I saw the agreement in question at the time of the preparation of the papers executed on this compromise, but I cannot positively say that I did. My first distinct recollection of seeing the agreement in question was at or about the time of the drafting of the answer of the executors to the bill filed by Mr. Chouteau for the partition of the lands in Minnesota, to which I have testified.

II.

With a view to giving all the evidence, which is deemed to have any bearing upon the issues in the case, we will give all the transactions and declarations of parties, that can be gathered from the record, in their chronological order:

On October 30, 1849, (318) an agreement was entered into between Pierre Chouteau, Jr. & Co., as parties of the first part, and Henry H. Sibley and Charles W. Borup, as parties of the second part. In this agreement the parties of the first part agreed to furnish Borup and Sibley with all such goods and supplies, as might be deemed necessary by them for the trade with the whites, or with the tribes of Sioux, Chippewa, and Winnebago Indians or other tribes, in the country contemplated by the agreement. The goods or supplies to be charged to the parties of the second part at actual cost and charges, adding five per cent. commission; the parties of the first part also agreeing not to furnish any other persons with goods of any description to be used in trade with the whites or Indians contemplated by the agreement.

"The general business contemplated by this agreement shall be known

charge of said Sibley, and Minnesota Outfit, including the Winnebago and Chippewa trade, which shall be in charge of said Borup, each of whom shall have the special supervision of his own department, subject only to the general control of said parties of the first part. * * * Said business of Northern Ontfit shall be divided into 48 shares, of which 32 shall appertain to said parties of the first part, and 8 each to said parties of the second part."

Borup and Sibley were each to receive $1,500 per annum additional for their services, to be charged as an item of account to their respective outfits. The business of said Northern Outfit commenced from the date of the agreement, and was to continue until July 1, 1852, when it should be brought to a close unless renewed by consent of the parties. All returns (320) of said Northern Outfit, whether of furs and skins or other articles, were to be sent, at the close of the trading operations of each spring to said parties of the first part in St. Louis, and by them sold. All returns, as well as all goods and supplies furnished for the business of said Northern Outfit, being procured with the capital of said P. Chouteau, Jr., & Co., was declared to be the property of the parties of the first part; the parties of the second part having a claim only to their proportion of profits which might accrue, and salary, &c. It was also stipulated that, if the business contemplated by the agreement should be brought to a close at the expiration of the term (July 1, 1852), the property on hand should be sold for the benefit of the Northern Outfit, and the division of the profits or declaration of the losses be then made, and the debts due said Outfit should be disposed of in such manner as might be agreed upon by the parties to the agreement.

III.

The firm of P. Chouteau Jr. & Co. No. 2 (269,308) had also a branch house in New York, in the charge of Sanford who lived there; in which the partners were interested in the same proportions that they were in the St. Louis firm

No. 2; and it appears that Sanford became anxious to have a larger interest in the New York branch of the firm.

On September 30th, 1850, Sanford, who was then residing in New York, addressed a letter to Sire in St. Louis, wherein he says: (315)

"I am getting heartily sick of our St. Louis Indian trade. Formerly it was a good business, but for the past ten years we have worked for nothing except an interest on the capital employed. This for me, who has little capital in the house, is a poor business; but such as it was, I was always content, and cared for nothing beyond my salary and what was necessary for my personal expenses. But circumstances have changed. My expenses and wants have fearfully increased the past few months, and I must try and meet them by increased exertion or interest in present business, or abandon it for something else which promises better results. I am now a fixture here; and if it can be so arranged, I would greatly prefer having all my interest here where the good or ill success will depend mainly upon myself, and where the losses or gains will depend mainly upon myself, and where the losses or gains will fall properly upon my own shoulders. I have a plan or proposition in view which I will propose to Mr. Chouteau in a few days, and which may probably meet all your views. My interest here is too little and I wish it increased. My share at St. Louis can be either discontinued in part or whole, as may be deemed best for the interest of the house."

On September 24, 1851, Pierre Chouteau, Jr., wrote a letter from St. Louis to Sanford in New York wherein, referring to a letter received from Sanford on the 10th of the same month (which is not in evidence) he says: (375)

"I have communicated to Sire and Sarpy the paragraph which concerned them in your letter. Since the business has not been concluded in time and it appears that we were both of us mistaken as to the situation of affairs, on the 31st of December, 1850. You had estimated at $210.-000, and I at $206,000, profits, which can be seen by the appearance of 31st of July, 1851, to be about $300,000; therefore they preferred to wait until the close of the year and determine upon the total amount, which will be transferred from the old books to the new, say 31st of December, 1850. In making a reasonable deduction for the losses (if any there be) on the purchases of furs from 1850 to 1851, and deducting the losses on Merle's business, or crediting P. C., Jr. & Co., their entire proportion, and afterwards recharging them with their proportion of profits and losses on the skins to C. M. and Sanford, when they will be fully known. In retiring from the business of the house in New York, these gentlemen are desirous of not making any sacrifice, but to secure all that may accrue to them; still less do they desire that you may make

a burdensome agreement or bargain. In this business it is understood that your interest here will continue if you wish it."

The above estimate of assets evidently relates to the New York firm.

On January 20, 1852, the agreement which had been made Oct. 30, 1849 between P. Chouteau Jr. & Co., and Borup & Sibley, was renewed (321) for one year from July 1, 1852 to July 1, 1853. Frederick Sibley is also a party to the renewal. How he came to be interested in the contract does not appear, but most likely he had acquired a portion of the interest of his brother H. H. Sibley.

IV.

The New York branch of firm No. 2 ceased by the withdrawal (269) of Sire and Sarpy therefrom, and (270) the firm, according to the testimony of Chas. P. Chouteau, was put in liquidation as of the date of July 1st, 1851. Thereupon (296) a new firm was created in New York under the same name of P. Chouteau, Jr., & Co. (of New York), in which Pierre Chouteau and Sanford had each a 5-12 interest and Duncan Lamont 2-12. In 1854 Lamont retired from the firm, and after that, until Sanford's death in 1857, Chouteau and Sanford continued as equal partners. It seems (270) that there was also another firm in New York of Chouteau, Merle & Sanford, in which Sanford, Sire and Sarpy had each 17 1-3 per cent. and Chouteau and Merle the balance of 48 per cent. This firm also went into liquidation at the same time as the branch house of firm No. 2.

V.

Charles P. Chouteau, a son of Pierre Chouteau, Jr., who (269) was in the employ of firm No. 2 during its existence,

ners, including Sanford, and that he had frequent conversations with them respecting the terms of the dissolution of firm No. 2, and that he was conversant with the terms of the dissolution. He explains (293) that separate accounts were kept with the outfits for each year, and that the business of No. 2 being with the whites and Indians in the Territories, the supplies, furnished by the St. Louis firm for a given outfit, would be charged up for that year, but that the returns of furs, etc., purchased with these supplies would not come in to the firm at St. Louis until the opening of river navigation in the subsequent spring; and that (274) the business of firm No. 2 was carried on in the upper Missouri country as well as the upper Mississippi country, which latter was in charge of Borup and Sibley. He further testifies as to the terms of the dissolution, (271):

"The St. Louis house of Pierre Chouteau, Jr., & Co., No. 2, by agreement of all parties in interest, was also put in liquidation upon Mr. Sanford's retiring from said firm. His interest ended with the returns of Upper Missouri outfit 1851, in the year 1852, and all transfers were made on the 31st day of Dec. 1852, as far as it was possible to do so at that date, upon the books of the concern, leaving the several Mississippi outfits, (I am using a general term now) which, by agreement and contract between Pierre Chouteau, Jr., & Co., No. 2, and Henry H. Sibley and Charles W. Borup, could not be closed until the 1st of July, 1853. * * The terms and agreements were, first, that Sire and Sarpy were to retire and have no further connection with the New York firms; secondly, Mr. Sanford agreed to retire from the St. Louis firm, these three firms to be put in liquidation. Mr. Sanford and Mr. Lamont were to have charge of the liquidation of the two New York firms. Mr. Sire and Mr. Sarpy of the St. Louis firm; all of them under the general supervision of Mr.

At the time of the dissolution of firm No. 2 (274, 283) the books of firm No. 2 showed no land as belonging to the firm in Minnesota. If any appeared in the yearly accounts of the outfits, it was, (283) as a portion of the assets of that particular outfit, which the party in charge of the outfit disposed of to meet its liabilities; as the outfits were entirely under the control of Borup and Sibley, and for the management of which they were held responsible. At the time of the dissolution, firm No. 2 (305, 306, 338) owned some real estate in Missouri which had been acquired in settling with its debtors; this was taken by Chouteau, Sarpy and Sire, at a valuation. All the land ever acquired by firm No. 2, was taken (282) in liquidation of debts due the firm, and no lands were ever purchased by the firm for the purpose of holding or selling. The witness, Chas. P. Chouteau, further testifies, (312) that until Barlow's deposition was given in this case on Dec. 7, 1876, he had never heard of any agreement such as Barlow there testifies to; and that he could, after a diligent search, find no letter or paper relating to any such an agreement, among the letters and papers of either the St. Louis or New York firms.

By a partnership agreement, dated August 30, 1853, (322) made between Pierre Chouteau, Jr., Sarpy and Sire, in which, as therein agreed, Chouteau had an interest of 48 per cent., and Sarpy and Sire each 26 per cent., it was stipulated as follows:

fairs that everything is right or at least appears so. But should we force

outfit 1854, with the understanding that, in the event of the death of either of the above interested parties, their or his interest will continue until the expiration of this agreement."

The partnership above formed was called "P. Chouteau, Jr., & Co. No 3." And it is to be noted, that no reference is made to the Upper Mississippi country, which was covered by the outstanding agreement between firm No. 2 and Borup and Sibley.

By memorandum dated August 26th, 1853, (379) made by Joseph A. Sire and appended to his will to guide his executors in case of need, he says:

"'I have in P. Chouteau, Jr., & Co., 'New York,' old concern, an interest equal to that of Mr. Sarpy and Mr. Sanford, that is 17 1-3 per cent. * * My interest in the firm of P. Chouteau, Jr., & Co., St. Louis No. 1 (the books are yet opened) is of — per cent, and in the business of P. Chouteau, Jr., & Co., No. 2 St. Louis, of 17 1-3 per cent. This concern is not closed out and will not be until 1855, at which time the outfits in the Upper Mississippi (Northern Outfit) under the management of H. H. Sibley, at Mendota, and C. W. Borup, at St. Paul, will be closed entirely. In my opinion, if that gives no loss, it will not give any profit. Now my interest in the present concern at St. Louis, P. Chouteau, Jr., & Co. No. 3, commencing on the 1st of January, 1853, is of 26 per cent.; Mr. Sarpy the same, and Mr. Chouteau of 48 per cent. See agreement of partnership signed August 30, 1853."

And by an additional memorandum dated Feb. 1, 1854, (380) he said:

"In the month of January, 1854, Mr. Chouteau made a dividend of $90,000 out of the assets of the old concern in New York, and of which my account upon the books of P. Chouteau, Jr., & Co. No. 3 has been credited by $15,600, being my 17 1-3 per cent of $90,000, &c."

VI.

On January 13, 1853, a letter was sent to New York, written by Siré and containing also a statement of the affairs of firm No. 2 made out (272) by the book-keeper under the direction of Sire, which was sent for the information of Chouteau and Sanford then in New York, and in which Sire says: (323) "I hand you herewith balance sheet of affairs of P. Chouteau, Jr., and Company No. 2

with list of bills receivable, and also statement showing as near as possible the situation of the concern." This statement from the accounts and books of firm No. 2 shows (327) a net gain of $131,186.35 on Dec 31, 1852; which did not comprehend, however, the accounts of the Northern or Upper Mississippi outfits under the charge of Sibley and Borup. The statement then shows a balance existing against Sibley's outfit of $57,626.80, respecting which Sire remarks: (327)

"For which we will have the inventories, which must be large, with the quantity of goods sent late in the fall, the returns in furs, skins and moneys of the outfit of 1852, and some real estate. Though it may be, and I am inclined to think so until I receive a balance sheet, that the outfit is indebted to a good many persons who are credited on the books of the said outfit."

The statement then shows that Borup's outfit was indebted to the firm, so far as the books at St. Louis showed, in the difference between $188,000.13 and $220,785.04; regarding this balance Sire remarks: (327)

"I have nothing by which I can ascertain the resources of that concern, except that Borup promises it will turn out well. It must in my opinion give a loss. But how much, I have no idea; nor will I, until I have received a statement of affairs, and see what assets there are to meet such liabilities. In my opinion, we will have [to] continue to avoid too great loss; but if we do, Mr. H. Sibley and his brother, who are both interested in the affairs of Minnesota outfit as much as they are in those of Sioux outfit, must take an active part in the continuation of that business. Mr. Frederick Sibley is a competent business man, excellent book-keeper, and a man of strict integrity, and he should take charge of the books of the outfit. Mr. H. Sibley, whilst winding up Sioux outfit, (which must take some time) could also attend to the business of Minnesota O. It will be for you and Sanford to consult him, and know what he intends to do. But when you confer with him, do not let him forget that he, as well as his brother, are both responsible to the extent of their interest for the losses of Minnesota O. I know the Sibleys, and believe they fear the idea of being in debt, and we must now have somebody in whom we can place the most implicit confidence, so as to understand the business of Borup and not leave everything in his hands, he being book-keeper, cashier, etc., etc. Speak to Sibley confidentially, and feel him before you propose him to take an active part in Minnesota Outfit. Whether Sibley takes an active part or not, I think we are bound to continue, provided we are satisfied by balance sheet and statement of affairs that everything is right or at least appears so. But should we force

a liquidation, I fear that the loss will be very heavy, at least for us, as the other parties have nothing to pay. I ought to have called your attention to the Winnebago and Chippewa Outfits, 1848 and '49. $122,630.94 carried to profit and loss, and upon which Mr. H. H. Sibley is responsible of one-sixth for his interest. Mr. Sibley has a cr. act' balance sheet of $7,627.91; also of $10,000 paid in New York, which must be for his share of losses. The sum of $49,710, as per balance sheet, and $2500 paid in New York for ac't F. B. Sibley, will also be to meet part of the losses."

Charles P. Chouteau testifies (273) that these statements above referred to, were sent to New York, for the information of Mr. Sanford and Mr. Chouteau; and at the time of Sanford's death were found in a desk in the office of the New York firm, which desk was occupied by both Sanford and P. Chouteau, Jr.

On February 18th, 1853 (333), and on February 19th, 1853 (336), Sire wrote letters from St. Louis to Pierre Chouteau Jr., then in New York, in which he expresses great solicitude as to the affairs of the Borup outfit, and also great doubts as to Borup's integrity and fair dealing, and incloses a statement (336) showing the Borup outfit to be indebted to firm No. 2 in the sum of $187,693.20. Speaking of this indebtedness Sire says (334):

"It is enormous, and I do not know but what there are other debts (liabilities) which do not appear upon our books, but which, perhaps, appear upon the books of the outfit."

He further says (335):

"Unfortunately Sanford is not there to help you."

and suggests, that if the agreement with Borup was to be renewed, H. H. Sibley and his brother Frederick Sibley, in whose integrity he expresses confidence, ought to have a supervision over the books and the affairs of Borup's outfit. The statement (338) also contains a list of real estate of firm No. 2 in the State of Missouri, with valuations thereof. But neither that or any other of the statements sent to New York make any reference to any specific property in Minnesota as belonging to the firm.

By agreement dated March 16th, 1853 (321), made between Pierre Chouteau, Jr., & Co. and Borup and H. H. Sibley (and also signed by Frederick Sibley), it was agreed that the contract made October 30th, 1849, and subsequently renewed on January 31st, 1852, should be further continued "with a view to the final conclusion and winding up thereof," to July 1st, 1855, unless the business, in the interest of the parties, could be sooner closed, and that then a final settlement of all the affairs of said Northern Outfit should take place in the manner prescribed in the original agreement:

"In the final disposition of the real estate and other property on hand on the day fixed for the final closing of the business contemplated by this agreement, a due regard shall be had to the interests of all the parties concerned."

H. H. Sibley testifies (478) that the above, and the previous extension of the agreement of October 30, 1849, was for the purpose of closing up the business that had been carried on in the lifetime of the original contract.

VII.

On March 1st, 1854 (349) Sire, in the name of the firm, wrote a letter from St. Louis to Pierre Chouteau, Jr., in New York, containing a statement of the affairs of firm No. 2, made up from

"the account current of Pierre Chouteau, Jr., & Co. No. 2, with the present house, No. 3."

In this letter Sire says, (350):

"Our friend Sarpy having communicated to us your letter of the 21st last, about that which concerns the balance which is due us from the house No. 2, and also that Mr. Sanford proposed writing us about that which concerned him in the said balance as soon as he shall have received the said account, we also add the balance sheet (face of ledger) which shows the situation of this house up to this day. For your government, and also that of Mr. Sanford, we will observe,"

and proceeds to make a statement of the affairs of Sibley's outfit, showing it to be indebted in the sum of about $58,000.

"to be met first by the inventory of goods on hand on the 1st July, 1853, amounting to $32,387.70, transferred to Sioux O. 1853, the fur trade during the present winter, and lastly, what real estate may be on hand and which has been turned over to Sioux O. 1853. Unfortunately, Mr. Sibley sent us lately only the settlement of (351) affairs of Sioux O. 1852, up to 1st July, 1853—stating at the same time that all real estate belonging to the above six outfits has been transferred to the new outfit, 1853. Until we receive a statement of the affairs of this outfit (1853), which we have asked, we cannot say what amount there is in real estate to meet the above balance. Now comes the largest and most doubtful accounts, which at one time we thought far safer than the Sioux outfits. We mean the Minnesota O., under the management of Dr. Borup. You will see by the balance sheet that there is a total indebtedness of upwards of $200,000—altogether too much—and upon which we must lose a great deal, not only by interest accruing, but probably by value of assets. We are looking early this spring, for a promised statement of the affairs of Minnesota Outfit, and for the present you and Mr. Sanford must be satisfied with a copy of the statement of affairs for 1852, as handed to our Mr. Sire in New York last spring, showing a net gain of about $30,000, and which he trusts will justify him in having renewed with Mr. Sibley and Doctor Borup. Doctor B. writes again lately, that he is hard at work to balance his books, which balance he will forward without delay. We believe that, until we have the statements of affairs of Minnesota outfits, and that of Sibley for Sioux O., 1853, it would be premature to form a correct idea of P. Ch. Jr., No. 2, and we would be better pleased to furnish you at some future time a more accurate statement than we are able to do at present. Meanwhile, we will make the following *resume* of the balance sheet of P. C., Jr., & Co. No. 2, supposing that the outfits of Sibley and Borup will prove good ultimately."

which statement shows (351) $156,070.58 (352)

"apparent net gain, the value of which depends altogether upon the payment of the liabilities to us of Minnesota and Sioux outfits, amounting to about $300,000. With the above statement you and Mr. Sanford will know as much as we know now; but, as we stated above, we think it would be better to wait until we receive the statement of affairs of Minnesota O., before making an estimate of what the loss will be. We will have all in the spring—at least we have the promise of the same. * * * As the business of the P. Ch., Jr., & Co., No. 2 now stands, we do not think there will be any loss, but the time necessary to wind up the Upper Mississippi Outfit will bear heavy upon it by the annual interest upon balance due."

On October 12, 1854, (277) Sire died, but the business of firm No. 3 was continued, under the terms of the partnership agreement, until the end of 1855, when it was ended and was succeeded by the firm of "P. Chouteau, Jr., & Co. No. 4," composed of Chouteau and Sarpy.

VIII.

On October 12th, 1854, (228) P. Chouteau, Jr., & Co. in the firm-name executed a power of attorney to John S. Prince, authorizing him to represent the firm in Minnesota, in all matters respecting the collection of claims and assets, and sale of goods and merchandise belonging to the firm; and on the same day (367) Chouteau, Sanford and Sarpy executed a power of attorney to John S. Prince authorizing him to sell certain property in Kittson's addition to the city of St. Paul, and revoking a power of attorney which had been previously given to Borup, in May, 1852. John S. Prince testifies (437) that he had been in the employ of the New York firm of P. Chouteau, Jr., & Co. nine years before going to Minnesota; that he went to St. Paul about the time of the execution of these powers of attorney, and that he had continuously represented the St. Louis house since going there, except so far as it was represented by General Sibley.

"I came to St. Paul to represent the house of Pierre Chouteau, Jr., & Co. No. 2, at the solicitation of Pierre Chouteau, Jr., and Mr. Sanford more particularly, but the firm were all aware of it. I was in New York at the time, and they sent me to St. Louis to get papers and instructions. Mr. Sanford was in New York at the time, and the whole matter of my coming was talked over between him and Mr. Chouteau. The object of my coming was to settle with the Minnesota agents of the house, especially the matters in the hands of Charles W. Borup. The business in the hands of Charles W. Borup was known as the Minnesota Outfit. My instructions were derived from Messrs. Chouteau and Sanford in New York, and Sarpy in St. Louis. My arrangements were made with Chouteau and Sanford in New York, and I went to Sarpy in St. Louis for details. They gave me the different accounts against the outfit here (St. Paul), with instructions to come here and see the condition and status of the business here, with a view to the settlement and the winding up of the business. I have a general knowledge of the business of the Minnesota Outfit, derived from the different members of the firm. When I first came here, I presented my letters to Dr. Borup, and he gave me some insight in the business, but nothing definite until along in the summer of 1855. I was never able, individually, to make a settlement with Dr. Borup, and so advised the house."

On May 7th, 1855, Sanford wrote a letter to P. Chouteau, Jr., at St. Louis (259) [illegible] (259)

"Borup has talked a good deal with, and spoke without, feeling; says the property will bring all out if properly managed, etc.; says he is sure you would be satisfied with everything if you looked into and examined matters, etc.; he told me he would go in a few days to St. Louis, but thought Mr. Sibley should be present; said he felt hurt at our sending Prince; but I think with a little management and explanation all can be made smooth; he has so much in his power that it may be policy to shut your eyes."

(a) On the 17th of August, 1855, (360) Sanford wrote a letter to Pierre Chouteau, Jr., at St. Louis, wherein he says: (363)

"There are many matters connected with my interest in the St. Louis house which I trust you will have adjusted before coming east; anything you do will, of course, meet my entire approval; I think it best to be done now, for I really do not know anything about my position in the old affairs. The principle upon which Sire settled the old matters were not, in my judgment, fair to me; I want only what is right; I most sincerely hope that you may get matters at St. Paul straight and in a train for settlement; I know nothing of them, and I doubt now if anybody but yourself does; Sire's death was most unfortunate for this business, as he alone was familiar with all the transactions."

IX.

On September 5th, 1855, it appears that a settlement was made with Borup of the affairs of his outfit, and on that date Borup and wife conveyed (225) to "Pierre Chouteau, Jr., & Co. of the city of St. Louis," in consideration, (as expressed in the deed) of the sum of $20,000, certain real estate, being a portion of the land that is in controversy in

of Pierre Chouteau, Jr. and John B. Sarpy, John F. A. Sanford, Joseph A. Sire, Henry H. Sibley and to him the said Charles W. Borup." On April 18th, 1854, (221) (221) Chouteau, Sanford, Sarpy, Sire, Sibley and Borup conveyed the same property to Charles H. Oakes. By deed dated December 1st, 1854, (223) Oakes conveyed the property to Borup, but this deed (225) was not filed of record until September 5th, 1855, being on the same day as the conveyance made by Borup to Pierre Chouteau, Jr., and Company, already referred to.

John S. Prince testifies, (437) that after he had advised the house in St. Louis of his inability to make a settlement with Borup, P. Chouteau, Jr., went to St. Paul in August, 1855, and on the 5th of September of that year closed a settlement with Borup of the matters of his outfit, and details the history of that settlement as follows (438:)

"I was present at the final settlement which was made between Dr. Borup and Pierre Chouteau, Jr., & Co., (represented by Pierre Chouteau, Jr.,) Sept. 5, 1855. The books, papers and everything appertaining to the business, together with the deeds and papers drawn and executed, were conveyed from Dr. Borup's office to a room in what was then the old Pioneer building, standing where Prince's block now is, in front of the Merchant's Hotel, and Mr. Chouteau notified that they were ready to transfer everything in the afternoon of that day. Mr. Chouteau notified me to meet him and be there with him and his attorney, Britton A. Hill, from St. Louis. We all met there in this room. Dr. Borup turned the books and papers and accounts, with a balance sheet showing the condition of the business, over to Mr. Chouteau; also the deeds of the lands which were taken as settlement of the accounts of the Minnesota Outfit. No one was interested in that outfit except P. Chou-

And on the afternoon when the settlement took place, Dr. Borup produced a new balance sheet, in which these cash assets were transferred to Dr. Borup to the amount of one-sixth interest. He had paid himself out of the cash assets, to which Mr. Chouteau objected, and stated that Dr. Borup should take his share of the book accounts and not take it all in cash. Mr. Chouteau continued, and proposed his taking a large share of the book acconnts at a discount. Dr. Borup declined to take any of the book accounts on any consideration, and then peremptorily stated to Mr. Chouteau that the books, papers, deeds, &c., that he had laid before him should be taken in settlement of the matter between him, or no settlement or words to that effect: that he had taken legal advice and knew exactly his position, and just what remedies P. Chouteau, Jr., & Co., had to enforce a settlement, and it was that or nothing. And it was from this that Mr. Chouteau always called it a compromise and not a settlement. In that settlement the property in Kittson's Addition was put in, I think, at about $75,000. That was one of the largest items. There were several smaller real estate matters. I don't remember what they were put in at. Dr. Borup had been disposing of lots in Kittson's Addition previous to this—of those purchased by him of Mr. Kittson (440). I have no doubt this settlement was made known to Mr. Sanford, from my conversations with him afterwards."

On cross-examination, he further said:

"In this settlement of Dr. Borup with P. Chouteau, Jr., & Co., Dr. Borup did not profess to turn over any property except what belonged to the Minnesota Outfit, in which P. Chouteau, Jr., & Co. and Dr. Borup were the parties in interest."

On re-direct examination, he further said:

"In the interview with Dr. Borup, in regard to this settlement, it was admitted that the firm were adverse to investing in real estate, and that Dr. Borup had put their money in these lands without the assent of the Company. That was the idea I got of it. The assets turned over by Borup, if then reduced to money, would not have paid the indebtedness of the outfit, nowhere near it."

(a) On September 10, 1856, (368) Chouteau, Sanford, Sarpy and Sire executed a power of attorney to Prince, authorizing him to sell any property in Kittson's Addition, and to demand, sue for and recover all back accounts or demands due them.

John S. Prince testifies (438), that after the settlement made with Borup on September 5th, 1855, he took possession of all the property, including the real estate transferred by the compromise under powers of attorney executed by No. 4, composed of Chouteau and Sarpy.

all the members of the firm. That he made sales of real estate from time to time under those powers of attorney, paid taxes and collected rents when there were any to collect, and collected the outstanding accounts due to the outfits, when he could, and accounted for the money so collected to the St. Louis house. He says:

"I had occasional conversations with Mr. Sanford (deceased) from '52 to the date of his death in regard to the St. Louis House in connection with the Minnesota Outfit. I think Mr. Sanford was informed of the condition of the business here after I took charge of it, and knew how the business was transacted under my charge. Mr. Sanford did not, to my knowledge, make any specific claim to any of the real estate in this vicinity, except as a member of the firm of P. Chouteau, Jr., & Co. He never gave me any instructions after I left New York, except in 1856 or 1857. I was in New York and had a general interview with him in regard to the business. He never made any request to me that I should send him any portion of the proceeds of the real estate sold by me. I never knew of his having any interest in the property, except as a member of that firm and as firm property (430). When I sold real estate, I made use of the proceeds of the sale sometimes in paying firm debts and in firm business. This was done with Mr. Sanford's knowledge."

X.

By deeds dated (481) September 14th 1855 (479), September 15th, 1855 and (482) February 18th, 1856, Henry H. Sibley conveyed to "Pierre Chouteau, Jr., and Company, of St. Louis," certain real estate, being the same deeds referred to in the bill of complaint in this case. As bearing upon the settlement made with Sibley, he testifies (475) that he was personally well acquainted with all the members of Pierre Chouteau, Jr., & Co., No. 2, was engaged in business with them up to 1855, and that he and Borup had charge of the business under a contract made in 1849 and the extensions thereof already referred to, and that it was under that agreement and extensions, that all the business done by Borup and himself was transacted; that during that time he occasionally saw Sanford in New

of the said parties.

ness relating to the outfit. Referring to the deeds made by himself to Pierre Chouteau, Jr., & Co., already referred to, he said (477):

"My recollection is that the legal title to some of this property was in me personally, and to some, in me as trustee for the parties named in the deed. * * * That some of this property belonged to me personally, and was transferred in settlement with the St. Louis house, and some of it was taken in the course of said business;"

that the deeds were made (478) to P. Chouteau, Jr., & Co., as grantees, at his suggestion, in order to comply with what he conceived to be the obligation of the contract of 1849; but that there were private settlements included which would hardly be included in that agreement; that the extensions of the contract of 1849 were made for the purpose of closing up the business that had been carried on in the lifetime of the original contract; that if any new supplies (479) were received from the St. Louis house after July 1st, 1853, it was because it was necessary to have them, to successfully close up the business, and that his settlement (478) included all outfit matters as well as goods and merchandise shipped to the outfit from January 1st, 1852, to July 1st, 1855.

Mr. Sibley (referring to sales made by him under a power of attorney dated January 4th, 1856 (371), and executed bo Chouteau, Sanford and Sarpy), testified (476):

"Neither Mr. Sanford in his lifetime or his executors since his death, ever made any claim on me for any part of the proceeds of the sales under this power of attorney. Mr. Sanford never made any

letter is incorrectly printed in the record, as shown on page 275, and should be 1855 instead of 1858). In this letter Sanford said (354):

"I note that you have finished with Borup and Sibley. I am glad of it; no matter about terms; it releases you from anxiety and trouble, and that is all I ask."

XII.

On April 1, 1857, (277) Sarpy died, whereupon firm No. 4 was dissolved, and the firm of "Pierre Chouteau, Jr., & Co., No. 5" was formed, composed of Pierre Chouteau, Jr., Charles P. Chouteau and William Maffitt.

On May 5th, 1857, (269) Sanford died in New York; and (312) in December of that year, all of Sanford's private papers were turned over to Gebhard, one of his executors, by Chas. P. Chouteau, who was then in New York. It appears by the averment in the bill of complaint (7) that Sanford, by his will, created Barlow and Gebhard and the survivors of them the

"executors and trustees of all the estate, real and personal, of the said Sanford to carry out the trusts and purposes of such will."

XIII.

On September 30th, 1857, (229) Pierre Chouteau, Jr., made an assignment to U. A. Murdock and J. H. Thompson; the necessity for this assignment arose (301, 303) by reason of unfortunate ventures undertaken by Sanford in his life-time in the management of the affairs of the firm of P. Chouteau, Jr., & Co., of New York. In this assignment Chouteau recited (230) that he was

"the sole surviving partner of the several firms of P. Chouteau, Jr., & Co., formerly of St. Louis, in the State of Missouri, which firms were severally composed of the said party of the first part and of Joseph A. Sire, John B. Sarpy, and John F. Sanford, all now deceased, or of some of the said parties."

He anthorizes the assignees to sell any real estate owned by the said several firms outside of the State of Missouri, and any other assets belonging to said firms, out of which the assignees were directed to pay the expenses of the trust, next to discharge the debts of each firm to its creditors, next to discharge the debts of the firms to himself and the personal representatives of the other partners, and then to distribute the balance of the assets of said firm among the personal representatives of the deceased partners; the assignees to retain his (Chouteau's) proportionate amount thereof, which amount so retained the assignees were directed to apply, as specified, in the extinguishment of his liabilities. On April 5th, 1858, (232) Murdock and Thompson released to Chouteau the property which had been conveyed to them on September 30th, 1857.

The above assignment, as will be seen, proceeds upon the idea, that Sanford was still interested in the liquidation of the St. Louis firm, of which he had been a partner.

XIV.

At the time of Sanford's death he was an equal partner with Pierre Chouteau, Jr., in the firm known as Pierre Chouteau, Jr., & Co. of New York; and he was also a partner, together with Pierre Chouteau, Jr., Uriel A. Murdock, George Peabody and William Lampson, under the firm-name of P. Chouteau, Jr., Sanford & Co. In October, 1858, (161, 302) negotiations were begun between P. Chouteau, Jr., and Barlow and Gebhard, the executors of Sanford, for a compromise of the affairs of these two firms. The executors, at the time, were claiming that they had a right to a receivership of the assets of all the firms in which Mr. Sanford had been interested. On October 13th, 1858, (190) Chouteau prepared and verified a petition, addressed to the Surrogate's Court in New York, wherein he recited that the business of P. Chouteau, Jr., & Co. had resulted in heavy

losses, owing to unfortunate operations undertaken in the lifetime of Sanford, and that the business of the firm of P. Chouteau, Jr., Sanford & Co. produced large profits; that the accounts of those firms had been made up, as accurately as it could be done, and that under the most favorable aspect of affairs there would, upon the winding up of the affairs of the firm of P. Chouteau, Jr., & Co., remain an indebtedness from Sanford to the petitioner of not less than $363,323.61, aud that the amount which Sanford's estate would receive from the firm of P. Chouteau, Jr., Sanford & Co., would not exceed $198,558.06; and the petitioner stated that he was willing to accept the balance of the share of the estate of Sanford in the assets of the firm of P. Chouteau, Jr., & Co., in compromise and satisfaction of all claims and payments against the estate; that this compromise would result in an advantage to the estate in a sum not less than $164,765.55. The statements in this petition as to the assets of those two firms were substantiated by the affidavits (193), of Murdock and Thompson, who declare that they had examined the affairs of those two firms, and that the showing in the petition as to the assets and liabilities was a favorable one for Sanford's estate. From the time of the drawing of this petition P. Chouteau, Jr., was not in New York again (279) until the year 1864, he having become totally blind in the latter part of the year 1858, and the subsequent negotiations with the executors were carried on in his behalf (302) by Thompson and Murdock and his son Charles P. Chouteau. The petition made by Chouteau was not presented to the Surrogate's Court. Negotiations were continued from time to time in reference to the settlement, the executors (302) throwing various obstacles in the way, and at one time (310) negotiations were broken off entirely because the executors asked that Chouteau assume all Sanford's liabilities, aside from those of the New York firm's. Mr. Barlow testifies (162) that Mr. Chouteau had a better knowledge of the assets of Sanford's estate than any man living, and that his estimate was, that after com-

promising his share of the debts of the New York house, all other debts of the estate would be less than $15,000, and that the assets in the hands of the executors would exceed that amount then available, in addition to Sanford's interest in the Minnesota lands, which were then said by Chouteau to be unsalable, but which probably would, at a future time, be of the value of $100,000.

"This (163) left so small a sum for Mrs. Sanford and her two infant children, that the executors refused to carry out the proposed compromise, and afterwards Mr. Chouteau agreed to and did add to his offer the payment of $50,000 in cash, and the estate to agree to obtain, and did afterwards obtain, the release and quit-claim of Benjamin C. Sanford and wife to all interest in the assets and estate of John F. A. Sanford."

It appears (281) that at this time Sanford owned an interest in property in Minnesota, in conjunction with others, known as the St. Anthony Falls property, in which Chouteau had no interest. On October 21st, 1859, Barlow and Gebhard, as executors, presented a petition (385) to the Surrogate's Court, verified by Barlow, and containing the same statements contained in the petition which had been previously prepared and verified by Chouteau, already referred to, and supported by an affidavit of Thompson (384) in which he stated, that upon a further and later investigation of the affairs of the firms, it resulted still more unfavorably to Sanford's estate than had been shown in his previous affidavit. By an order made November 25th, 1859, (194) the Surrogate authorized the executors to carry out the proposed settlements. In accordance therewith, by deed dated December 1st, 1859 (195) Benjamin C. Sanford, a son of John F. A. Sanford, released to the other heirs, the plaintiffs in this case, all his interest in the estate of his father, and the executors executed conveyances in accordance with the terms of the compromise. And at the same time on December 1st, 1859 (202) Chouteau executed a release to Barlow and Gebhard as executors, wherein he released and discharged the heirs, executors, and estate of Sanford from all debts of every kind which he had or

might have against them, or any of them, however arising, and particularly by reason of the partnership accounts of the late firm of P. Chouteau, Jr., & Co. of the City of New York, and agreed to indemnify and keep harmless them and each of them, and the estate of said Sanford, from all liability for and on account of the partnership debts and liabilities of the said firm of P. Chouteau, Jr., Sanford & Co. and P. Chouteau, Jr., & Co. of the City of New York.

This release also contained the following clause (203):

"Nothing herein contained is to affect the rights which the said Pierre Chouteau, Junior, now has, either as surviving partner or by assignment, to collect all the assets of any firm formerly existing at St. Louis, in the State of Missouri, in which the said John F. A. Sanford was formerly a partner for his own sole use and benefit, according to the terms agreed upon on the retirement of said John F. A. Sanford from said firms, or to affect or impair the right of the said Pierre Chouteau, Junior, to said assets."

Barlow testifies (163) that the last clause in the above release was inserted at the request of Chouteau's counsel, and was deemed necessary and was assented to, because among the claims, previously set up by the executors of Sanford, was one that they had a right to a receivership of the assets of all the firms in which Sanford had been interested, and that it was deemed by the executors of Sanford, at the time of the compromise, that by the original contract, testified to by Barlow, entered into at the retirement of Sanford from the St. Louis house about the year 1852, that Chouteau had the sole right to administer the assets of that firm without interference by Sanford in any form. Charles P. Chouteau was present (302) at New York at the time of the consummation of the above settlement, and had been in frequent consultation with the executors during the pendency of the propositions for compromise, and testifies that during those times no mention was ever made by the executors, of the existence of any agreement such as has been testified to by Barlow in this case; that at the time of the settlement with the executors, (281) all the assets of Pierre Chouteau &

Co. No. 2, with the exception of an inconsiderable amount of bills receivable and the real estate, had been completed and accounted for, and that the clause in the release above referred to was intended te cover the real estate as well as any other assets of firm No. 2, and that nothing was said to the contrary of such understanding; and, as at that time all the other assets had been practically disposed of, what had previously been called the Upper Mississippi Outfit was then called in general terms Minnesota property.

XV.

It appears (277, 282) that the successive firms of P. Chouteau, Jr., & Co., Nos. 3, 4 and 5, attended to the liquidation of firm No. 2; and that the books of account of these various firms, and particularly those of No. 3, showed, from time to time, the exact status of firm No. 2. It is shown that on May 1, 1860, there had been expended in the liquidation of No. 2 over all amounts received the sum of $212,724.23, all of which (301) was originally advanced by Chouteau. In the Journal of firm No. 3 of that date appears the following entry (264):

"SUNDRIES, DR.	TO P. CHOUTEAU, JR., & CO., NO. 2.	
"J. B. Sarpy, 17 1-3 per cent. of balance due to date—	$212,724.23	$ 36,872.19
"J. A. Sire,		36,872.19
"P. Chouteau, Jr., balance,		138,979.85

As by the release, dated Dec. 1, 1859, given by Chouteau to Sanford's executors, he may have considered that he was precluded from collecting Sanford's 17 1-3 per cent. of the loss from Sanford's estate, there is a manifest propriety in the above entry, wherein Chouteau was charged with Sanford's proportion of the loss; he still holding the real estate whereby to reimburse himself.

It was the custom of firm No. 2 (286, 488) to charge interest, annually, on the indebtedness due, to or from the in-

dividual members of the firm, at the rate of six per cent. per annum. The decree in this case (158) determined the rights of the parties as of the date of January 1, 1879. At that time Sanford's portion of the losses of the firm, including simple interest thereon for 18 years and 8 months, amounted to $82,543.48. No part of that sum has been allowed to the defendants under the accountings or decree in this case.

A balance sheet of firm No. 2 is in evidence, showing the condition of its affairs on May 1, 1860, made out (306) by Isaacs, who was a bookkeeper for firms Nos. 3, 4 and 5, until his death in 1865. This balance sheet, with the marginal notes, is as follows: (383)

"J. B. Sarpy,	17 1-3 per cent.
J. A. Sarpy,	" "
J. F. A. Sanford,	" "
P. Chouteau, Jr.,	48 per cent.

Balance Sheet P. C. Jr. & Co. No. 2.

(Bills receivable, etc., represented to be of little or no value, amounting to)	$ 17,398.85	P. Chouteau, Jr., & Co., due them,	$212,724.23
Property in Minnesota, cost of property,	455,856.53	Profit and loss,	260,531.15
	$473,255.38		$473.255.38

The result of the above balance sheet shows that the debts due to the firm are of no present value, leaving only the property in Minnesota to pay the debt due to P. Chouteau, Jr., & Co., No. 3. That amount has been closed by charging in the books of No. 3 to each of the partners their proportion of the debt, which leaves all the property in Minnesota the joint property of the partners, according to their respective interests; they will also be entitled to their share of the proceeds of whatever may be recovered from the several debtors."

XVI.

On September 15, 1860, (380) Gebhard, as executor,

by the partnership in the course of its business and constituted a part of the partnership assets, and that they were held by Pierre Chouteau, Jr., in trust for the benefit of the partners and their heirs or legal representatives; that upon the final accounting of the affairs of the firm on May 1st, 1860, there was found to be (173) a liability of the partners then remaining unpaid in the sum of $212,000, and that the real estate described constituted the only assets belonging to the partners, out of which to pay and cancel said indebtedness; that Sanford's proportion thereof had never been paid, and the indebtedness of the firm could not be paid without a sale of the lands described; and it was asked, that an accounting should be had of the assets and liabilities of the partnership, and a receiver be appointed to take charge of the personal assets and to dispose of the same, and that the real estate be sold under the direction of the court, and the proceeds applied to the payment of the debts of the partnership, and the surplus, if any, be divided between the parties according to their respective shares in the partnership. On June 3d, 1861, as appears from the record (380), Gebhard wrote a letter to Barlow in reference to the defenses to be made to the foregoing suit, in which, among other things, he says:

"It seems to me quite important in answering the bill filed against us —1. To insist on the production of the original papers executed at the time Sanford retired from the St. Louis firm. 2. To allege that Sanford sold out his interest in the St. Louis firm, with all its liabilities, to Sarpy and Sire, and assumed their position in the New York firm, reserving for himself, individually, his share of the St. Paul property free of all liabilities, which was simply left in Mr. Chouteau's name, partly so as not to complicate matters, as well as from the implicit trust that Sanford had in Mr. Chouteau, that everything would be properly accounted for. 3. Allege that in the transfer each party agreed to assume the outstanding liabilities. 4. When Mr. Chouteau settled with the executors of Mr. Sanford, he distinctly stated that the release covered all debts of the deceased, except a few trifling ones in New York, which the executors have paid or settled for; and that Mr. Sanford's interest in the St. Paul property would be one of the assets that would revert to the estate and to the minor children. * * * Insist on the production of the articles of dissolution, as well and most particularly on the terms of the disso-

lution. * * * Don't know anything about the liabilities. Deny their existence, on the ground that they were assumed by Sarpy and Sire, and no statement has ever been rendered to the executors. Want a full statement of accounts of the "Minnesota Outfit" since the beginning of the account. No accounts have ever been served upon the executors."

On June 15th, 1861, an answer was filed in the case (180) verified by Gebhard and Barlow; and on September 27th, 1861, an amended answer was filed (183) verified by one of the attorneys of the defendants, who stated that he had a personal interview with the defendant Gebhard respecting the denials and allegations contained in the answer. Barlow testifies (161) that the averments in the original answer were drawn by Jeremiah Larocque, now deceased, with the agreement in question before him, and the amended answer by Gerard (of the firm of Platt, Gerard & Buckley), also deceased, upon his (Barlow's) statement to him of the facts, and that

"The averments in both the original and amended answer in respect to the lands in question in this action to the best of my knowledge and belief were accurate and true, and were based upon the agreement in question without alteration and addition."

In the original answer the defendants (180), after admitting that some claim had been made upon them since the death of Sanford for some contribution towards the payment of the debts of the firm, set up as a defense as follows (181):

"And for a further and separate defense these defendants say, upon information and belief, that, upon the retirement of the said John F. A. Sanford from the firm mentioned in the complaint, he became a partner in another firm, under the same name, in the city of New York, together with the said Pierre Chouteau, Junior, in which the said Sarpy and said Sire had been theretofore partners, and in which they thereupon ceased to be partners, and said John F. A. Sanford succeeded to their interests therein, and said Sarpy and Sire succeeded to his interests in said St. Louis firm, excepting his interest in said Minnesota lands, and that by agreement between all the parties at the time of such exchange of interests, and in consideration thereof, said John F. A. Sanford and his interest in the Minnesota lands were to be exonerated and free from all liability for the debts and liabilities of said St. Louis firm, or to any of his copartners therein, and to be indemnified and saved harmless in the premises."

And for another defense the defendants relied upon the release which had been executed by Chouteau dated December 1st, 1859, and which, (181–185) was set out and copied in full in both the original and amended answers; while it is to be noted, that the other agreement, referred to as having been made at the time of the dissolution of the firm, is only referred to in the most general language; though it is claimed that the agreements themselves were before the parties at the time of drawing the answers. The above suit was discontinued (161) in the latter part of the year 1861.

XVIII.

It appears that of date of July 31, 1862, the following entry appears in the Journal of firm No. 5 (265).

R. W. Sire, Dr.		To P. Chouteau, Jr.
Proportion of J. A. Sire of amount due by J. F. A. Sanford to P. Chouteau, Jr. & Co. No. 3, viz.:		
Due to May 1st, 1860,	$36,872 19	
Interest to May 1st, 1861,	2,212 32	
	$39,084 51	
Interest to 31st December, 1861,	1,367 94	$40,452 45
Less 17 1-3 per cent. interest of J. F. A. Sanford int., $11,909.50 balance of cash received by P. C., Jr., from sales Minnesota property,		2.064 35
		$38.388 10
26 per cent. due by J. A. Sire,	$9,980 88	
Less J. A. Sire's 17 1-3 per cent. in sales property,	2,064 35	
	$7,916 53	

It also appears, (486, 487) that of the same date, Sarpy's executor was charged, in the books of No. 3, with 26 per cent. of the portion due by Sanford in amounts, corresponding to those made, as above, against Sire'e estate.

The record does not disclose the understanding between

Chouteau and representatives of the estates of Sire and Sarpy at the time the above entries and settlements were made, but the entries seem to show, upon their face, that they were an assumption of payment as of that date, of the portion actually owing by Sanford, in the liquidation of the affairs of firm No. 2.

And otherwise, than the entries above referred to, there is (488) nothing appearing in the books of any of the firms, showing any changes in the original interests of the members of firm No. 2.

XIX.

Sometime in the year 1862, Chas P. Chouteau delivered (286) to Gebhard in person a statement respecting Sanford's interest in the firm No. 2, as follows (412):

Minnesota Property as regards John F. A. Sanford:

1860.		
May 1.	To balance due to P. Chouteau, jr. & Co. No. 3 in winding up affairs of P. C., jr. & Co. No 2,	$212,724 23
	Interest of John F. A. Sanford, 17 1-3 per cent.	$ 36,872.19
	Interest to 1 May, 1861,	2,212.32
		$ 39,084.51
	Add interest to 31 Dec., 1861,	1,367.94
		$ 40,452.45
	Deduct J. F. A. Sanford's 17 1-3 per cent. of $11,909.80, cash received from Minnesota to 1 Jan., 1862,	2,064.35
	Due by Mr. Sanford,	$ 38,388.10
	The property at last valuation was	$300.00.00

P. Chouteau, Jr., died in September, 1865. In March, 1866, (278, 285) Charles P. Chouteau, as he states, notified Barlow through Thompson, that the heirs of P. Chouteau, Jr., and Sarpy and Sire, were going to dispose of the real estate during the ensuing summer; that through Thompson two propositions (285) were made to Barlow; the first to

ascertain whether Barlow and the heirs of the Sanford estate would place themselves upon the same footing as the heirs of Sire and Sarpy had done in reference to their proportion of the indebtedness of firm No. 2, and that Barlow answered that the estate had no money and he could not do it. Then a proposition was made to Barlow to pay him $5,000 cash for a quit-claim deed for any interest that he or the heirs had in the firm No. 2. Barlow stated (279) that he did not feel at liberty to accept this proposition, without first seeing Mrs. Sanford; that he was then on his way to Europe and would consult with her. No answer was received, and a sale was had of a portion of the property in August, 1866, and a subsequent sale was had in 1867. Those sales (278) were publicly advertised, and were, as testified by Prince, (439), made at full and fair prices at the time, and were made, as Chouteau testifies, (286), for the purpose of liquidating and closing up the affairs of firm No. 2. Barlow testifies, however, (165) that he was never advised of these sales except as set forth in the answer in the present case.

When the books of firm No. 5 were closed, they contained (282) a separate and distinct showing of all the assets which then remained in 1866 belonging to firm No. 2, a complete inventory of all the property now in dispute, and of all disbursements and receipts made or received on account of the property.

XX.

Gebhard died (159) in 1867.

On Feb. 24th, 1869, (428) a suit was instituted in the Supreme Court in the City of New York, by Barlow, as surviving executor of Sanford, against the executors of Pierre Chouteau, Jr. The complaint in that case (168) was prepared under Barlow's order, and was read and sworn to by him. The complaint, after alleging the existence and dissolution of the firm of P. Chouteau, Jr.,

& Co. of St. Louis, declares that all the accounts and affairs of the copartnership had been fully adjusted and settled as between the plaintiff as executor of Sanford, and defendants as executors of Pierre Chouteau, Jr., except as to the land described, which is the same that is in controversy in this suit; that these lands were purchased with the funds of the firm for its benefit; that Pierre Chouteau, Jr., in his lifetime, and his executors subsequently, had sold portions of the land, and other portions remained unsold; and it was asked that an account be taken of all the lands acquired by the firm during its continuance, and of all which had been subsequently sold, and that plaintiff have a decree for 17 1-3 100ths of the lands unsold and of the proceeds of the lands which had been sold. The complaint made no reference to any agreement having been made between Sanford and the other partners, at the time of the dissolution of the firm No. 2. On October 27th, 1869, an answer was filed in the above case (425) verified by Charles P. Chouteau. This answer refers to the Minnesota Outfit as having been carried on for the benefit of firm No. 2; that the assets of the firm consisted of notes and accounts and the real estate referred to; that the liabilities of the firm at the time of its dissolution amounted to $438,176.28, which was reduced on May 1st, 1860, to $212,724.23, which amount was advanced by Pierre Chouteau, Jr., out of his individual money, and that the estate of Sanford was liable for its proportion thereof; and denies (427) that all of the accounts of the partnership had been adjusted and settled except between plaintiff as executor of Sanford and defendants as executors of Pierre Chouteau, Jr.; declares that Sarpy and Sire had paid their proportion of the indebtedness of the firm, and recognizes the right of the plaintiff to have a general partnership accounting in respect to the lands sold and unsold, and of the indebtedness of Sanford's estate to the firm under the order and direction of the court. On March, 22nd, 1872, a stipulation was filed in the case (424) in which, it was agreed, that it should be

admitted at the trial, that the debts of the firm were, as had been stated in the answer, and that Pierre Chouteau, Jr., had paid the same with his individual money; it being agreed, however, that nothing in the stipulation contained should preclude the plaintiff from requiring an account of all the assets of the firm applicable to the payment of its indebtedness and the disposition thereof, which the defendants agreed to furnish duly verified, for use in the trial, if required. On Sept. 11th, 1872, the case was referred (423) to a referee with power to determine all the issues therein. Defendants during the pendency of the action were represented (415) by Tompkins Westervelt, and the plaintiff by W. W. Macfarland, during all that time Mr. Barlow's law partner. Mr. Westervelt testifies in this case (416):

"On the hearing before the referee at the first meeting at which anything was done, the question was raised as to the form in which the account should be rendered by the defendants; and it was claimed by the plaintiffs' counsel that the account should simply be of the lands stated in the complaint and all the realization therefrom, without any reference to the debts or liabilities of the partnership of P. Chouteau, Jr. & Co., referred to in said complaint; and in support of such claim there was produced and put in evidence a release dated Dec. 1, 1859, made by P. Chouteau, Jr. to Sam'l L. M. Barlow and Frederick C. Gebhard. The attention of Mr. Macfarland, the counsel for the plaintiff, was then directed by myself, as counsel for the defendants, to the clause at the end of that release beginning, 'nothing herein contained is to affect,' and continuing to the end of that sentence, being in the same language repeated by Mr. Barlow in his testimony taken on the commission as above stated, on the 7th day of December, 1876; and upon examining the same, Mr. Macfarland, the counsel for the plaintiff, conceded that the plaintiffs, or Mr. John A. F. Sanford, whose representatives they were, were not released from liability for a portion or part of the debts of the partnership of P. Chouteau, Jr. & Co., of which said Sanford had been a member, being the partnership referred to in the pleadings; and that the account should be made out as a partnership account of said firm, containing a statement both of the assets which had come into the hands of Mr. P. Chouteau, Jr., or his representatives as trustees of the Minnesota real estate and of the liabilities and debts of such partnership. * * * Subsequently an account between P. Chouteau, Jr. and the firm of P. Chouteau, Jr. & Co. was prepared by myself, containing a statement of the assets and realizations from the firm property which had come into the hands

of Mr. P. Chouteau, Jr. in his lifetime, or of his executors after his death, of the debts of the firm paid by Mr. Chouteau, and of the expenses connected with the collection and realization of the assets, a copy of which was furnished to the plaintiffs' attorneys in that case, together with a copy of the books and accounts showing the sales of the Minnesota real estate, and the expenses connected therewith. Subsequently an account in the same general form, varying in the mode of calculating interest and omitting some of the items charged for expenses, was prepared by Mr. Collins, the accountant in the office of the plaintiffs' attorneys, and served upon me. I was subsequently notified by the plaintiffs' attorneys that they would require evidence to be introduced of the correctness of the accounts furnished by me, before they could consent to the introduction of the account in evidence, and thereafter, and some time about the month of March, 1875, Mr. John D. Prince was produced and examined as witness on the trial before the referee, the direct examination being conducted by myself; and they were also cross-examined by the counsel for the plaintiff, Mr. W. W. Macfarland and Mr. H. S. Anderson."

Macfarland further testifies, that during the pendency of that suit, though the release, dated December 28th, 1851, was used by the plaintiff and considered in evidence, there was no intimation made (417–418) of the existence of any agreement at the time of the dissolution, such as has been testified to by Barlow in this case, nor was any demand ever made upon the defendants' attorneys to produce any such agreement or copy thereof; though he says, (417) that at the time the suit was dismissed Barlow had not been examined in the case, nor was the evidence closed.

The case was dismissed (420) on March 30, 1876, after it had been pending for over seven years.

The present suit was instituted January 14, 1876.

ASSIGNMENT OF ERRORS.

The appellants for assignment of errors allege :—

First. That the Circuit Court erred, in finding that an agreement was made between the members of P. Chouteau, Jr., & Co. No. 2 at the time of the dissolution thereof, such as is set forth in the decree; for there was no competent or satisfactory evidence as to the existence thereof.

Second. The said court erred, in finding that the real estate in controversy belonged to said firm at the time of its dissolution, or that the same was, at that time, held by parties for the benefit of said firm, or that it was ever held otherwise than as a part of the general assets of said firm amenable for the liquidation thereof.

Third. The said court erred in charging the defendants for land sold by them to third parties in 1866 and 1867 at the value thereof at the date of rendering the interlocutory decree, August 13, 1878; and also erred in decreeing to the plaintiffs an interest in the property purchased at said sales by the defendants.

Fourth. The law, the evidence and the equities of the case are in conflict with the finding of facts and the decree of said court.

Fifth. The plaintiffs ought to have been held barred, and precluded from maintaining their action, under the Statute of Limitations of Minnesota; and also by reason of negligence and lapse of time in asserting their pretended rights and in bringing their suit.

MELVILLE C. DAY,

Counsel for Appellants.

APPELLANTS' ARGUMENT.

I.

BARLOW'S TESTIMONY AS TO THE CONTENTS OF THE ALLEGED LETTERS OR CONTRACT WAS INCOMPETENT.

One, if not both of the letters constituting the alleged agreement, as Barlow testifies, were originals. Barlow says that the last time that they were ever seen by him was in 1861, when the answer was being prepared to the suit then pending in Minnesota; and that these letters were then either left in the possession of Gebhard, his co-executor, or of Platt of the legal firm of Platt, Gerard & Buckley of New York; and he thinks that they were taken by Platt to Minnesota at the time he went there in 1861, to file the answer. No examination is claimed to have been made for the letters by the attorneys at St. Paul who represented the defense for the executors; and, though Barlow testifies that he had applied to Gebhard's executor for any papers relating to Sanford's estate, and had employed the clerks of Gerard to make a careful examination of the old papers of the firm of Platt, Gerard & Buckley, yet the parties who are claimed to have made these examinations were not produced as witnesses in this case; and Barlow simply testifies that the letters were not found; but the evidence fails to disclose the extent or character of the search, if any, that was made by any of these parties to whom Barlow made his application.

In order to allow secondary evidence of the contents of an agreement claimed to have been lost, a *bona fide* and diligent search must have been unsuccessfully made for it in the place where it is most likely to be found; and a greater degree of diligence is required respecting an instrument of large value than one supposed to be of little value. "If it belonged to the custody of certain persons, and is proved or may be supposed to have been in their possession, they must, in general, be called and sworn, to account for it, if they are within reach of the process of the court. If the search was made by a third person, he must be called to testify respecting it."

1 Greenleaf on Evidence, § 558.

2 Phillips on Ev. 553

II.

NO EVIDENCE THAT CHOUTEAU, SARPY OR SIRE EVER ASSENTED TO THE AGREEMENT.

Barlow testifies that the agreement was incorporated in two letters, one dated at St. Louis, written in the name of P. Chouteau Jr. & Co. to Sanford, proposing certain terms in respect to the dissolution of the firm No. 2, and the other, either an original or a copy, signed by Sanford, wherein he assented to the said proposition.

There is not a particle of evidence, anywhere in the case, that this response of Sanford's was ever delivered or made known to the other partners of the firm. The letters in question came from the custody of Sanford's estate. If the letter written by Sanford was an original, of course it was never delivered; and if it was a copy, there is no evidence that the original or any duplicate thereof was ever mailed or delivered, or that its contents were ever made known to the parties sought to be held bound by it, as constituting the acceptance of a proposition by them previously made. So at the

best, Barlow's testimony shows that the firm simply made a proposition to Sanford; but there is no evidence that Sanford ever made known to them that he accepted the same; and his acts and declarations subsequent to the dissolution of the firm, show that he never could have regarded himself as having entered into any arrangement such as is claimed to have been comprehended in these letters.

See Tilley v. County of Cook 103 U. S. 161

III.

BARLOW'S UNDERSTANDING AS GATHERED FROM HIS EVIDENCE AND HIS OTHER ACTS AND DECLARATIONS.

In view of the large interests, which, by the decree in this case, have been made to depend solely upon Barlow's testimony, it seems but fair to examine, somewhat critically, his evidence, as well as his conduct respecting Sanford's estate, in order to determine the accuracy of his memory touching the existence and nature of the alleged agreement.

Barlow testified, 1st, that he saw the letters, which were then in the possession of Gebhard and himself in 1858 and 1859, at the time of the compromise between Chouteau and Sanford's executors. 2nd. That the next and last time he saw them, was in 1861, at the time the answer was prepared for the case in Minnesota. 3rd. That he never saw them until after Sanford's death. 4th. That he had seen and examined them a great many times. 5th. That the first time he examined them carefully was in 1861. 6th. That he did not know that he had ever carefully examined them except in 1861, at the time of the drawing of the answer. 7th. That at the time of the compromise in 1859 he did not know that he then knew or had ever heard of such an agreement. 8th. He thought he had seen the agreement at the time of the preparation of the papers for the compro-

mise of 1859. 9th. That he was cognizant of the existence of the contract many years previous to Sanford's death.

These conflicting statements certainly show a great deal of indefiniteness as to the times and places when and where he had seen the letters containing the alleged agreement.

He says, in one place, that both letters were of the same date; in another, that the dates were nearly the same; in one place, that both letters were originals; in another, that perhaps the one written by Sanford was a copy of the original. And he is vague in his recollection as to the reservation to Sanford, speaking of it in one place as being "Minnesota lands," in another as being "Minnesota property or purchase." (a)

At the time of the filing of the answers in 1861, in the suit in Minnesota, Barlow says that the letters were then before counsel who drew the answers, and that the averments, therein set forth, accurately stated the nature of the agreement embodied in the letters. But, if that was a fact, how are we to account, intelligently, for the circumstance that the alleged agreement was referred to in the most general language without any specific details as to the time, or the manner, or by whom it had been made; while counsel were at pains to set forth, in both the original and amended answers, an exact copy of the release executed by Chouteau in 1859, and which at the best could have but a doubtful bearing upon the issues involved in the case. And, as we will show further on, the averments in these answers as to the nature of the agreement contained

referee involving the making up of long accounts and the bringing of a witness from St. Paul to testify as to their correctness, which accounts were revised or restated by a clerk in Barlow's employ; and yet during all that time no suggestion was ever made as to the existence of the alleged letters; which, if they had ever existed, and had contained the agreement as testified to by Barlow, would have summarily disposed of the whole controversy. On the other hand, the release executed by Chouteau in 1859, was produced by Barlow's attorney, at the hearing before the referee, and was for a time relied upon as having a bearing upon the controversy.

Barlow's testimony in this case was given more than fifteen years after the last time that he claims ever to have seen the letters, or ever to have made any mention to any person of their existence or their contents. It is not, therefore, strange that his memory has betrayed him, as to what he may have seen or read so long ago. And his acts during the intermediate time do not certainly justify his evidence in this case: for though he has been all the time representing the estate and the heirs of Sanford, he has never made any assertion in their behalf to a specific portion of the lands in Minnesota, at least, prior to the institution of this suit, which was commenced nineteen years after he became executor and trustee of all the real and personal property of the estate, and fifteen years after he says he positively knew of the existence and the contents

IV.

AS TO GEBHARD'S KNOWLEDGE OF THE EXISTENCE OF THE LETTERS REFERRED TO BY BARLOW.

After Sanford's death, and in the year 1857, all of Sanford's papers were delivered to Gebhard. Barlow testifies that the papers of the estate were kept exclusively in the possession of Gebhard, and he uniformly speaks of them as having been in the possession of both Gebhard and himself, whenever they were seen by himself. Barlow says that these were actually produced and used by himself and Gebhard at the time of drawing the answers filed in 1861, in the suit then pending in Minnesota, and that the terms of these letters were set forth correctly in the answers. The original answer, verified by both Barlow and Gebhard, was filed June 15, 1861, and the amended answer, containing substantially the same averments, was filed Sept. 27, 1861. On June 3, 1861, only twelve days before the original answer was verified, Gebhard addressed a communication to Barlow respecting the defenses to be made to the suit, and suggests that it seemed to him important

"to insist upon the production of the original papers executed at the time Sanford retired from the St. Louis firm; to allege that Sanford sold out his interest in the St. Louis firm, with all its liabilities, to Sarpy and Sire, and assumed their position in the New York firm, reserving for himself, individually, his share of the St. Paul property free of all liabilities, which was simply left in Mr. Chouteau's name so as not to complicate matters; allege that in the transfer each party agreed to assume the outstanding liabilities. When Mr. Chouteau settled with the executors of Mr. Sanford, he distinctly stated that the release covered all debts of the deceased, except a few trifling ones in New York which the executors have paid or settled for; and that Mr. Sanford's interest in the St. Paul property would be one of the assets that would revert to the estate and to the minor children. Deny their existence" (referring to Sanford's liabilities) "on the ground that they were assumed by Sarpy and Sire."

The answer subsequently filed contained averments substantially in accordance with those suggested by Gebhard,

being to the effect that Sanford succeeded to the interest of Sarpy and Sire in the New York firm, and they to his interest in the St. Louis firm,

"excepting his interest in the said Minnesota lands, and that, by agreement between all the parties at the time of such exchange of interests and in consideration thereof, said John F. A. Sanford and his interest in the Minnesota lands were to be exonerated and free from all liability for the debts and liabilities of said St. Louis firm, or to any of his copartners therein, and to be indemnified and saved harmless in the premises."

It is as apparent, as language can make it, that at the time Gebhard wrote the above communication to Barlow, he had neither the possession nor the actual knowledge of the existence of any letter or other instrument relating to the terms of the dissolution of the St. Louis firm. For, he makes no reference to his having them, and it would be simply absurd to ask for the production of letters which were already in his possession.

It is evident that these suggestions made by Gebhard, and the subsequent answers as filed, were predicated merely upon conjectures.

In the release given to the executors by Chouteau, dated Dec. 1, 1859, it was stipulated:

"Nothing herein contained is to affect the rights which the said Pierre Chouteau, Jr., now has, either as surviving partner or by assignment, to collect all the assets of any firm formerly existing at St. Louis, in which the said John F. A. Sanford was formerly a partner, for his sole use and benefit according to the terms agreed upon on the retirement of said John F. A. Sanford from said firms, or to affect or impair the right of the said Pierre Chouteau, Jr., to said assets."

From the above clause Gebhard and Barlow evidently surmised that *some agreement* had been made at the time of the dissolution. Knowing also that, in the reorganization of the firms, Sarpy and Sire had taken the proportionate interest, that Sanford had previously had in the St. Louis firm, and that Sanford had taken their interest in the New York firms, it was assumed that there had been a corresponding exchange of interests in the firms that had been dissolved. And as at the time of the settlement with the

executors, the statement was made by Chouteau (Gebhard's letter of Sept. 15, 1860, speaks of this settlement as having been made by Chouteau's agent), that the St. Paul property would be one of the assets that would revert to the estate of Sanford, it was inferred that this property had been excepted from the assets turned over to Sarpy and Sire, at the time they were supposed to have assumed Sanford's portion of the liabilities. The fact that Gebhard never had the possession of any such letters as are now in question is corroborated by the fact that in his previous letter to Maffitt at St. Louis, of Sept. 15, 1860, he says:

"Please advise us as to the situation and present value of the Minnesota property to which you allude, and be kind enough to furnish us a copy of the undertaking or agreement with Mr. Sanford made on the occasion of his retirement from firm No. 2, *to which reference is made in the release from Mr. Chouteau to us, dated Dec.* 1859."

It will be seen that the averments in the answers filed by Barlow and Gebhard in 1861, are predicated upon the idea that Sarpy and Sire alone assumed the payment of Sanford's liabilities in firm No. 2, in consideration of his assuming theirs in the New York firms. Fifteen years later, when Barlow gave his testimony in this case, he said the agreement was that the remaining partners (*i. e.*, Chouteau, Sarpy and Sire), agreed to relieve Sanford from all liabilities connected with the St. Louis firm. But the court below has found and decreed that Sanford released to Chouteau alone all his interest in the assets of the St. Louis firm, except the real property in Minnesota, and that Chouteau, individually, agreed to pay Sanford's portion of the liabilities of firm No. 2.

It would seem that the terms of the pretended agreement have undergone very radical changes, during the fifteen years, since it is claimed to have been lost.

V.

SANFORD'S UNDERSTANDING AS TO HIS INTEREST IN FIRM NO. 2, AFTER ITS DISSOLUTION.

According to Barlow's testimony, the agreement contained in the letters was made at the very time of the dissolution of firm No. 2, which took place on Dec. 31, 1852. If such an agreement had been made, we should expect Sanford, after that time, to have had no concern in its affairs, otherwise than as to the specific real estate in Minnesota, in which, alone, he had, according to Barlow's testimony, retained an interest. But the evidence shows that Sanford, at all times, regarded himself as a party in interest in the winding up of the affairs of firm No. 2, and of the outfits or ventures in the charge of Borup and Sibley, and that he never made the slightest reference to his having any specific or independent interest in any real estate, which had belonged to the firm at the time of the dissolution, or which was subsequently acquired by it.

1st. The letters, written by Sire to New York in 1853, show that they, and the statements of account which were enclosed, were for the information of both Chouteau and Sanford.

2nd. The renewal of the arrangement with Borup and Sibley made on March 16, 1853, was with Sanford's consent.

3rd. The letter written by Sire to P. Chouteau in New York, dated March 1, 1854, respecting the accounts and condition of affairs of firm No. 2, and the Borup and Sibley outfits, expressly declares that it was written for the information of both Chouteau and Sanford.

[illegible] agreement to cover the Upper Missouri busi-

4th. In 1854, Prince, an employee of the New York house, was sent, specially at Sanford's request, to St. Paul to try and procure a settlement of the affairs of the Borup and Sibley outfits; which fact is shown by the testimony of Prince and by Sanford's letter of May 7, 1855.

5th. By his letter to Pierre Chouteau then in St. Louis, dated Aug. 17, 1855, three years and a half after the dissolution of firm No. 2, Sanford declared that there were many matters connected with his interest in the St. Louis firm, that he hoped that Chouteau would have adjusted before coming east.

"Any thing you will do will, of course, meet my entire approval. I think it best to be done now, *for I really do not know anything about my position in the old affairs. I most sincerely hope that you may get matters in St. Paul straight and in a train for settlement.* I know nothing of them, and I doubt now if any body but yourself does."

6th. In a letter written to Chouteau on Sept. 15, 1855, after the settlement had been made with Borup and Sibley, Sanford said:

"I note that you have finished with Borup and Sibley. I am glad of it. No matter about terms. It releases you from anxiety and trouble, and this is all I ask."

7th. Prince, with Sanford's knowledge, after the settlement with Borup, took charge of all the affairs of firm No. 2 in Minnesota; he sold a portion of the lands from time to time, and though Prince had occasional conversations with

ment respecting the terms of the dissolution of the firm was ever made, such as is testified to by Barlow, it must have been waived and abandoned by Sanford, in his lifetime, by reason of his declarations and course of dealing with the other parties in interest.

VI.

SIRE'S UNDERSTANDING AS TO THE TERMS OF THE DISSOLUTION.

1st. The letters and statements of account, sent by Sire from St. Louis to Chouteau in New York in 1853 and 1854, expressly declare that they were for the information of both Chouteau and Sanford; they all proceed upon the assumption that Sanford was still interested in the liquidation of the affairs of firm No. 2; and none of them make any suggestion as to there being any land in Minnesota, otherwise than by way of a general reference to some lands, not described, as being a part of the assets of the Borup and Sibley outfits.

2nd. In the written memorandum dated Aug. 26, 1853, made by Sire to guide his executors, he said that he had an equal interest with Sarpy and Sanford in the old New York concern of P. Chouteau, Jr., & Co., then in liquidation, and of 17 1-3 per cent. in the business of P. Chouteau, Jr., & Co. No. 2. He says:

"This concern is not closed out, and will not be until 1855, at which time the outfits in the Upper Mississippi (Northern Outfit) under the management of H. H. Sibley at Mendota and C. W. Borup at St. Paul will be closed entirely."

3rd. The written agreement, dated Aug. 30, 1853, between Chouteau, Sarpy and Sire respecting their interests etc., in the firm of P. Chouteau, Jr., & Co., No. 3, shows that they all considered the Upper Mississippi business as belonging to the old firm No. 2; for they only contemplate by the agreement to cover the Upper Missouri busi-

ness, respecting which the agreement recites that Sanford's interest in firm No. 2 had

"ended with the returns of Upper Missouri outfit in 1851 in the year 1852;"

but no reference is made to the Upper Mississippi business, which was being continued by firm No. 2 under the original contract, and its renewals, made with Borup and Sibley.

VII.

UNDERSTANDING OF PIERRE CHOUTEAU JR., RESPECTING TERMS OF DISSOLUTION.

1st. The fact that Chouteau never, so far as appears, dissented from the views and assumptions contained in the various letters and statements, sent to him by Sire and Sanford in the years 1853, 1854 and 1855, shows strongly, by way of implication, that they were in accordance with his understanding.

2d. The fact that, until the settlements were made with Borup and Sibley in Sept. 1855, the amounts of the assets and liabilities of firm No. 2 were unknown and undetermined, and the further fact that at the time of the dissolution and until the settlement in 1855, nothing appears to have been known of the value or quantity of the land in Minnesota, which might be held by Borup or Sibley as a part of the assets of their outfits, renders it extremely improbable that Chouteau, at the time of the dissolution, would or could have agreed to take Sanford's portion of the assets of firm No. 2, excepting his interest in Minnesota lands, at the same time assuming his portion of the liabilities. And it is to be considered in this connection, that the retirement of Sanford from the St. Louis firm did not affect Chouteau; for he retained precisely the same interests in

both the St. Louis and the New York firms, as he had before the dissolution. The whole matter of the dissolution was for the accommodation of Sanford, Sarpy and Sire.

3d. When Prince, in 1854, was sent to St. Paul to take charge of the affairs of the firm and to try and effect a settlement with Borup and Sibley, no intimation was given to him then, or at any subsequent time, that he was to act in regard to the lands, anywise differently than with the other assets of the firm.

4th. The fact that firms Nos. 3, 4 and 5 kept a separate and accurate account of the affairs of firm No. 2, shows that Chouteau, as well as Sarpy and Sire during their lives, regarded that firm as in liquidation.

5th. The assignment made by Chouteau to Murdock and Thompson on Sept. 30, 1857, recognizes the fact that Sanford's share in the assets of the St. Louis firm still remained according to his original interest.

6th. The letter dated Oct. 4, 1860, written to Gebhard by Maffit at Chouteau's dictation, declares:

"*There was no written agreement that we know of on Mr. Sanford's withdrawal from the house.* From the balance sheets made in December, 1852, it seems that the various outfits in the Upper Mississippi were indebted in the aggregate $438,176.28. As it was impossible, even approximately to determine the value of this interest, for its assets consisted principally of debts which it was very questionable at the time would ever be realized, *it was concluded by the parties that Mr. Sanford should retain his interest therein.*. From that time it required constant negotiation and great attention to save anything. Finally Mr. Chouteau by his own personal exertions in 1855 succeeded in obtaining a settlement, the result of which was what we now have in the Minnesota property."

7th. In the suit instituted in 1861 in Minnesota by Chouteau and the representatives of Sarpy and Sire against Sanford's executors, Chouteau's position, as shown by the petition, was that the land and other assets alike were held by him in liquidation of the affairs of firm No. 2.

VIII.

UNDERSTANDING OF CHARLES P. CHOUTEAU AS TO INTERESTS OF THE PARTNERS AFTER DISSOLUTION OF FIRM NO. 2.

1st. Charles P. Chouteau testifies that he was intimately acquainted with all the members of firm No. 2, and knew all the arrangements between them at the time of the dissolution; and that the arrangement actually made was that the firm was to be put in liquidation as of the date of Dec. 31, 1852, except the outfits under the charge of Borup and Sibley, which business was to be continued by the firm until the completion of the outstanding contracts with them; that Sanford withdrew from the St. Louis firm, and Sarpy and Sire from the New York firms, which were also put in liquidation.

2nd. The statement delivered to Gebhard in 1861 by Chas. P. Chouteau, shows that the Minnesota lands, indiscriminately with the other assets, were held in liquidation, and that Sanford's interest was involved in this liquidation.

3d. The answer filed in 1869, in the suit instituted by Barlow in New York, and verified by Chas. P. Chouteau, shows by its averments that his position there was in entire accord with his previous acts, and with his understanding of the relations of the partners above referred to.

IX.

PURPOSES AND EFFECT OF COMPROMISE MADE IN 1859 BETWEEN CHOUTEAU AND SANFORD'S EXECUTORS.

Barlow testifies that Sanford's executors claimed the right to have a receivership of all the firms in which Sanford had been a partner. On account of this, or for other

reasons, Chouteau became very anxious to make some settlement with the executors; which he finally succeeded in doing, after a year's negotiation and upon exceedingly onerous terms. For though, according to Barlow's own sworn statement, the compromise, as originally proposed by Chouteau, would have resulted in an advantage to the estate of $164,765.55, the executors availed themselves of their legal position to obtain an additional payment from Chouteau, of the sum of $50,000 for the benefit of Sanford's widow and children, and the procuring by him of a release from Benj. Sanford to the other heirs of his interest in his father's estate. The prominent purpose on the part of the executors seems to have been to secure this sum of $50,000, for the benefit of Sanford's widow and children. And as Sanford's individual indebtedness was trifling, the sum paid the executors was assured to the heirs upon Chouteau's executing a release agreeing that he would release the executors and the heirs from all claims that he held or might have against them, and would hold them harmless from all debt on account of the New York firms. But Chouteau's counsel, in order to restrain the broad language of the release, inserted the clause:

"Nothing herein contained is to affect the rights which the said Pierre Chouteau, Jr., now has either as surviving partner or by assignment to collect all the assets of any firm formerly existing at St. Louis in which the said Jno. F. A. Sanford was formerly a partner, for his own use and benefit, according to the terms agreed upon on the retirement of said John F. A. Sanford from said firms, or to affect or impair the right of the said Pierre Chouteau, Jr., to said assets."

As the real estate of firm No. 2 was at that time held by Chouteau as a part of the firm assets, the above clause of the release would properly be construed as an absolute relinquishment to Chouteau for his own use and benefit of all these assets; and should, we contend, be so construed, if Chouteau's subsequent statements are to be ignored, wherein he seems to recognize as a fact that he still held all the assets, real and personal alike, the same as before, in trust for the liquidation of the firm's indebtedness.

[illegible] to the affairs of the firms. In any event, the entry,

Recurring to the evidence in the case, we find that it was understood, upon Sanford's retirement from firm No. 2, that the same, as well as the New York firms, should be wound up under the supervision of Chouteau; and this would seem to have been "the terms agreed upon on the retirement of said Sanford from said firms." As Chouteau, at the time the release was given, had advanced large sums on account of firm No. 2, and as all the assets of the firm were not at that time likely to be sufficient to reimburse him on account of his advances, there was a propriety in the provision that he should collect these assets "for his own sole use and benefit." As the personal assets had at that time, with the exception of an inconsiderable sum, been all collected, the clause in question could have little importance or significance, if *assets* had not included the real estate, which was the only resource left in the hands of Chouteau as surviving partner to repay him his advances. If Barlow and Gebhard had known at that time of the existence of the agreement claimed to have been made with Sanford at the time of the dissolution, it seems improbable that they would have accepted the release, with the comprehensive terms of its reservation, without excepting the Minnesota real estate. For, presumptively, the real estate of a firm is a part of its assets, is primarily liable for the payment of its debts, and only assumes the quality of real estate, as to the partners, after the firm debts are paid.

Parsons on Partnership, 371, 372.

X.

THE ENTRIES, IN THE BOOKS OF THE VARIOUS FIRMS, LEND NO SUPPORT TO THE CLAIM OF THE PLAINTIFFS.

By the entry made in the journal of firm No. 3, of the date of May 1st, 1860, it appears that, at that time, the books showed a loss in winding up No. 2 of $212,724.23, and that 17 1-3 100ths of this amount was charged to Sarpy, an equal amount to Sire, and the balance to P. Chouteau, Jr. As Chouteau, by his release dated Dec. 1, 1859, given to Sanford's executors, had precluded himself from making any individual claim against Sanford's estate, it was manifestly proper that Sanford's portion of this loss should be entered against him; he, in the meantime, holding the real estate and other assets of firm No. 2, wherewith to reimburse himself.

But it appears farther, that as of the date of July 31, 1862, the representatives of Sire and Sarpy were each charged, and Chouteau was credited, with 26 per cent. of Sanford's portion of the loss.

The record contains no explanation as to why or by whom this particular entry was made. But it would seem that it must have been under some mutual arrangement, at that time entered into between Chouteau or those representing him, and the representatives of Sarpy and Sire. (And such we understand to be the fact from Charles P. Chouteau, who caused the entry to be made, though that does not appear in the record).

But the entry, by whomsoever it may have been made, could neither prejudice or enlarge the rights of Sanford who was dead, nor those of the estates of Sarpy or Sire, except so far as their representatives may have acquiesced in the same. Pierre Chouteau, Jr., had also at that time been blind for over three years, and unable to give personal attention to the affairs of the firms. In any event, the entry,

made at that time, purports on its face to have been an advancement, or payment by the representatives of Sarpy and Sire, each of 26 per cent. of an indebtedness *at that time actually owing by Sanford*, and at the same time credits Sanford's portion of the loss with his 17 1-3 per cent. of the proceeds of Minnesota real estate that had up to that time been sold. So that the entry is utterly at war with the theory that Sanford had parted with his interest in the personal assets at the time of the dissolution, or that a special interest in the Minn esota real estate had been reserved for him, or that Chouteau individually had ever agreed to pay Sanford's portion of the liabilities of firm No. 2.

XI.

EVEN IF AN AGREEMENT HAD BEEN MADE AT THE TIME OF THE DISSOLUTION, SUCH AS IS TESTIFIED TO BY BARLOW, IT COULD NOT INCLUDE THE PROPERTY COMPREHENDED IN THE DECREE IN THIS CASE.

Barlow has testified, and the court below has found, that the agreement was made at the time of the dissolution.

It is alleged in the bill of complaint and is established by the evidence, that the principal portion, at least, of the real estate in controversy in this case, was never conveyed to P. Chouteau, Jr., & Co., until September, 1855, three years and eight months after the dissolution of that firm.

During all that time the arrangement, originally made between firm No. 2 and Borup and Sibley, respecting the Northern or Upper Mississippi Outfit, was continued, under renewals made with Sanford's concurrence, and for the purpose of advantageously winding up the business which had been undertaken under the original contract; and after the dissolution of firm No. 2, additional supplies were furnished to these outfits. The correspondence contained in the Record, and quoted in appellant's statement, shows that

the matter of the settlement of the affairs of these outfits and particularly of the one in the charge of Borup, was a subject of great solicitude with all the partners, Sanford included, and that there was a great distrust as to Borup's honesty and fair dealing. This distrust was certainly justified, when we consider the manner in which Borup made his settlement with Chouteau. He made up his own statement of the affairs of the outfit; put in accounts and claims, good and worthless alike, at their face value; fixed his own value upon the real estate, which he proposed to turn over to Chouteau; thereby claimed that the outfit had made a profit of $120,000; proposed to retain for himself the $20,000 cash on hand as his one-sixth of the profit, and told Chouteau that he must accept this settlement or resort to legal remedies, which he intimated would be unavailing. And this settlement thus tendered, Chouteau was obliged to accept.

All the real estate then conveyed by Borup to Chouteau, and which is the same described in the bill of complaint in this case was, so far as appears by the record, in Borup's individual name, and was put into the settlement at value fixed and dictated by Borup himself; showing that he treated it as being his individual property, and not an asset of the outfit.

The land in Kittson's Addition he put in at $75,000. The title to that property, at the time of the settlement, stood, so far as appears of record, in the name of Chas. H. Oakes; and though it appears that Oakes had conveyed the property to Borup, by deed dated Dec. 1, 1854, yet, this deed was not recorded until the very day the settlement was made with Chouteau; showing that Borup was keeping secret his title thereto; and for purposes which are not difficult to be surmised, in view of his attitude at the time of the settlement.

Sibley also testifies that a portion, at least, of the real estate turned over by him, at the time he made the deeds, referred to in the bill of complaint, belonged to him indi-

vidually, and that all was conveyed in settlement with the St. Louis firm.

It is to be noted also, that Borup and Sibley had each a one-sixth interest in the profits of the Northern Outfit. Without further comment, we would ask how, by any possibility, can Sanford be considered to have *reserved* to himself, on the 31st of Dec., 1852, an interest of 17 1-3 per cent. in this specific property, as having belonged *at that time* to firm No. 2, which was acquired more than three years afterwards, in the manner above detailed?

According to the theory of plaintiffs, and the decree of the court, Sanford after the dissolution was to have no farther interest in the personal assets of the St. Louis firm; but what allowance do we find in the decree of the court in this case for the large amount of the personal assets of the firm, which were extinguished or confiscated in the settlements made of the affairs of the Northern outfits, and which constituted the consideration whereby the real estate was procured for the benefit of the firm?

Firm No. 2 had an interest of only two-thirds in the profits of the outfits, whatever these profits may have been, and yet, the decree gives no consideration to that fact. It is also to be considered that, as shown by Sanford's own letters, these settlements were made by Chouteau at Sanford's special solicitation, and respecting which, after they were made, he expressed his unqualified approval.

XII.

THE DECREE IS INEQUITABLE AND UNJUST TO THE DEFENDANTS.

It appears that the executors of Sanford, at the time of the settlement made with Chouteau in 1859, were enabled to procure an advantage in the sum ($164,765.55 and

$50,000) $214,765.55 being the difference between the settlement as made, from what would have resulted upon a fair accounting of the affairs of the New York firms; and in addition to this, Chouteau procured for the plaintiffs a release from Benj. Sanford of his interest in his father's estate. The defendants have also received no allowance for the sum advanced to pay Sanford's portion of the liabilities of firm No. 2, which, with simple interest to January 1, 1879, (the date to which the accounting against the defendants is made up by the decree,) would have amounted to $85,543.48. In addition to this, the defendants have been made to account for property sold by them, according to its increased value ten years a ter the sales were made; and the plaintiffs have been allowed a share in the property purchased by the defendants at these sales, after having allowed defendants, for a period of ten years before the institution of this suit, to remain in the undisputed possession thereof. It can hardly be disputed that Chouteau while living, and the defendants since, have suffered flagrant injustice in their dealings with Sanford's representatives; especially so, if the decree in this case is allowed to stand.

XIII.

THE PLAINTIFFS OUGHT TO HAVE BEEN HELD PRECLUDED FROM MAINTAINING THEIR ACTION BOTH BY REASON OF THEIR OWN ACQUIESCENCE AND LACHES, AND UNDER THE STATUTE OF LIMITATIONS.

Under the Statute of Limitations of Minnesota existing in 1851, (Rev. Stat. 1851, p. 330) and which has since continued unchanged, it is provided that,"

"No action, for the recovery of real property or for the recovery of the possession thereof, shall be maintained unless it appears that the plaintiff, his ancestor, predecessor or grantor was seized or possessed of the premises in question, within twenty years before the commencement of the suit."

The same statute limits to six years the bringing of

"An action upon a contract or other obligation, express or implied," or "an action for relief on the ground of fraud; the cause of action in such case not to be deemed to have accrued until the discovery by the aggrieved party of the facts constituting the fraud."

As immediately bearing upon the point now under consideration, we refer to the following propositions of fact and law.

1st. It is not averred or proved that Sanford in his lifetime, or that the plaintiffs or any of them, were under any disabilities that prevented them from instituting their action, whenever and as soon as their cause of action may have existed. As the limitation of six years was specially pleaded in bar of this suit by the defendants in their answer, the plaintiffs could only avoid it, under any exceptions in the statute, by expressly alleging them in the bill or in their replication to the answer, which they have failed to do; and it is nowhere claimed that the plainliffs have ever been ignorant of their rights to the property, as now asserted by them.

Piatt v. Vattier, 9 Pet. 405, 415.

(a)

2nd. All the real estate in controversy was held, as the bill of complaint avers, in the name of "Pierre Chouteau, Jr., & Co." This in law, and presumptively, was a title in Pierre Chouteau, Jr., individually.

Arthur v. Western, 22 Mo. 378.
Winter v. Stock, 29 Calif. 407.
Gossett v. Kent, 19 Ark. 602.
Moreau v. Saffarans, 3 Sneed, 595.

So the plaintiffs or their testator have never at any time been either seized or possessed of any portion of the land in question.

3rd. In order to establish their claim that Sanford was entitled to a specific portion of the real estate, and to rebut

(a) Maxwell vs. Kennedy 8 How. 210
Alden vs. Hubbard 7 Fleis (N.J.) 85

the presumption that Chouteau held the legal title to the property for his own benefit or as an asset of firm No. 2, plaintiffs are compelled to rely upon an agreement claimed to have been made at the date of the dissolution about Dec. 31, 1852, being 24 years before the present suit was instituted.

4th. The evidence in the case shows, unmistakably, that Chouteau in his lifetime, and his representatives since, have continuously held, possessed and used all the property now in question, adversely to, and in avowed denial of, any right of the plaintiffs or their testator such as is relied upon by the plaintiffs in this case. That this was known to Sanford in his lifetime, is apparent from his own acts and letters; and it is equally certain that the fact was repeatedly and positively made known to the executors of Sanford, who were, as the bill avers, "created executors and trustees of all the estate, real and personal, of the said Sanford."

5th. Sanford in his lifetime, and his representatives since, were each bound to take notice of the fact that the property was being held and used adversely to their claim; and from the time that this was made known, Sanford and the plaintiffs alike were bound to take notice of it; and the limitation then began to run, and that too, irrespective of the question whether Chouteau originally acquired the property as his own, or in the capacity of trustee or cotenant.

Clymer v. Dawkins, 3 How. 674, 689.
Willison v. Watkins, 3 Pet. 43, 51.

And as the plaintiffs' claim is not for the recovery of land of which they or the testator were ever "seized or possessed," it must be based upon the written agreement made at the time of the dissolution. The right of action on which is limited to six years, though the limitation of twenty years would be equally effective to bar the suit under the facts disclosed.

Even though the original cause of action had not been barred as above contended for, still there can hardly be a question, that whenever Chouteau or his representatives sold any portion of the property, the plaintiffs' right of action for the proceeds accrued at once, and the action for the recovery of the same, based upon the written agreement, would be barred after the lapse of six years. And all the lands had been sold more than six years before this suit was instituted.

6th. If, in answer to the propositions above advanced, it be claimed that Chouteau and his representatives have admitted that the land was held in trust, it is to be responded that the admission was always accompanied with the declaration that it was held as a part of the assets of the firm to be applied in the payment of its debts; and that trust, if established, is fatal alike to the plaintiffs' present case, and to the decree that has been rendered.

7th. But if the plaintiffs had instituted their action for a partnership accounting, they would still have been barred by the statute of Minnesota. The partnership assets were all closed out when the last sale of property was made in 1867, more than 9 years before the present suit was commenced; and there is no evidence that any transactions have been had on account of firm No. 2 since that time, either by way of receipts or disbursements.

The Supreme Court of Minnesota has decided that where, after the dissolution of a firm, the partners continue closing the business, receiving and disbursing moneys, a cause of action for an accounting of all their transactions occurs at the date of the last item of such a transaction and without any demand being made; and that the right of action for such an accounting is barred at the expiration of six years thereafter; and that the fact that the contract creates a relation in the nature of a trust, or that the action to enforce the obligation growing out of such contract is of an equi-

table nature, does not remove the cause of action from the operation of the statute, and the Court intimates that it was doubtful if there was any cause of action against the trustee in an express trust that was not barred in six years, except where relief is sought on the ground of fraud.

McCluny v. *Capehart*, 24 Minn. 17.

8th. As relating to the question of laches, the record shows in addition to the facts already detailed, that neither Sanford or the plaintiffs have ever, prior to the institution of this suit, sought in any efficient way to assert their right to any specific interest in the land in question; they have never protested against the sales that were being made from time to time, or demanded any portion of the proceeds; they have made no request to be consulted as to the manner in which it should be used, managed or disposed of; they have never offered to participate in the expenses incurred in its care, either by way of payment of taxes or otherwise; they have not sought to rescind the purchases made by the defendants themselves, but have allowed defendants to remain in undisputed possession thereof, and to incur expenses in making valuable improvements on the property; and they have only instituted the present suit, after the lapse of 24 years from the date of the contract on which it is founded; of over 20 years since the property was conveyed to P. Chouteau, Jr. & Co.; of over 10 years after the death of the survivor of all the four partners of the firm; of over nine years after the last of all the land had been disposed of, and held under an adverse title; and of 15 years after the time the instrument of writing, upon which the action is based, had ever been seen.

This court has said, quoting with approval the language of Lord Camden:

"A court of equity, which is never active in relief against conscience or public convenience, has always refused its aid to stale demands, when the party has slept upon his rights or acquiesced for a great length of time. Nothing can call forth this court into activity but conscience,

good faith and reasonable diligence. When these are wanting, the court is passive and does nothing. Laches and neglect are always discountenanced, and therefore, from the beginning of this jurisdiction, there was always a limitation of suit in this court."

Piatt v. Vattier, 9 Pet. 405, 415.

This court has also said:

"Fraud or breach of trust ought not lightly to be implied to the living, for the legal presumption is the other way: and as for the dead, who are not here to answer for themselves, it would be the height of injustice and cruelty to disturb their ashes and violate the sanctity of the grave, unless the evidence of fraud be clear beyond a reasonable doubt."

Prevost v. Gratz, 6 Wheat. 481.

We also refer to the following cases, each of which contains declarations of principles that are specially applicable to the facts of the case, respecting the question of laches.

Badger v. Badger, 2 Wall. 94.
Marsh v. Whitman, 21 Wall. 185.
Brown v. County of Buena Vista, 95 U. S. 160.
Godden v. Kimmell, 99 U. S. 210.
Lansdale v. Smith 106 U. S. 391

The decree in this case has constituted the defendants, trustees for the plaintiffs of the portion of the land which was purchased in by themselves at the sales made in 1866 and 1867, though it is shown that the sales were at full and fair values and were publicly advertised. But whether they did or did not originally hold a trust relation to the plaintiffs respecting this property, we claim that, under any theory of this case, the plaintiffs, by reason of the circumstances already detailed, were too late to rescind them.

"In this class of cases the party is bound to act with reasonable diligence as soon as the fraud is discovered, or his right to rescind is gone. No delay for the purpose of enabling the defrauded party to speculate upon the chances, which the future may give him of deciding profitably to himself whether he will abide by his bargain or rescind it, is allowed in a court of equity."

Twin Lick Oil Co. v. Marbury, 1 Otto, 592.

XIV.

THE DEFENDANTS CLAIM THAT, UNDER THE FACTS OF THIS CASE AND THE LAW APPERTAINING THERETO, THE ACTION OF THIS COURT SHOULD BE AS FOLLOWS:

If the agreement upon which the suit is based, and which is claimed to have been made at the time of the dissolution of firm No. 2, is not proven; or if the land in controversy is not shown to have belonged to firm No. 2 at the date of the alleged agreement; or if the plaintiffs were barred by the Statute of Limitations or by their own laches from instituting the suit; or if the executors released to Chouteau all interest in the land as a part of the assets of the firm at the time of the compromise between them in 1859, then, in either case, the decree should be reversed and the bill dismissed.

If this court finds against the defendants on each and all of the above propositions, then the decree should still be reversed, on the ground that the defendants should only have been charged for the proceeds of the land sold by them to third parties in 1866 and 1867, and not at the increased value thereof ten years thereafter; and they should, under the circumstances, have been made to account for the land purchased by themselves at these sales at the price paid therefor, and not for the land itself.

Or if the court shall find that the land in question was